

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: SEPTEMBER 9, 2010

Sealed bids from qualified contractors will be received before 12:00 NOON, September 9, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

SEALED BID # 10 -5522
ENERGY EFFICIENCY BOILER REPLACEMENT FOR THE
COBB COUNTY ADULT DETENTION CENTER
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

PRE-BID/PROPOSAL MEETING: AUGUST 23, 2010 @ 1:00 P.M.
COBB COUNTY WORK RELEASE FACILITY
1825A COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

All contractors wishing to submit bids for this work must submit a qualification statement form (in bid package) to be considered. Proposals must be accompanied by bid security in the amount not less than five percent (5%) of the base bid. Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

No proposal may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to purchasing@cobbcounty.org:

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: AUGUST 13, 20, 27, 2010
SEPTEMBER 3, 2010

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 10-5522
ENERGY EFFICIENCY BOILER REPLACEMENT FOR THE
COBB COUNTY ADULT DETENTION CENTER

COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

DELIVERY DEADLINE: SEPTEMBER 9, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: SEPTEMBER 9, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5522; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: AUGUST 13, 20, 27, 2010
SEPTEMBER 3, 2010



COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154
www.cobbcounty.org

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 10-5522 DATE: September 9, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Energy Efficiency Boiler Replacement
for the Cobb County Adult Detention Center**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 10-5522
ENERGY EFFICIENCY BOILER REPLACEMENT FOR THE
COBB COUNTY ADULT DETENTION CENTER
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

BID OPENING DATE: SEPTEMBER 9, 2010

**PRE-PROPOSAL CONFERENCE: AUGUST 23, 2010 @ 1:00 P.M. (E.S.T.)
COBB COUNTY WORK RELEASE FACILITY
1825A COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 5 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 82000

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 10-5522
ENERGY EFFICIENCY BOILER REPLACEMENT FOR THE
COBB COUNTY ADULT DETENTION CENTER**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

_____ Company

_____ Representative

You are invited to list reasons for your decision not to bid: _____

INVITATION TO BID
FOR
ENERGY EFFICIENCY BOILER REPLACEMENTS
COBB COUNTY ADULT DETENTION CENTER

SEALED BID #10-5522

INVITATION TO BID
FOR
ENERGY EFFICIENCY BOILER REPLACEMENTS
COBB COUNTY ADULT DETENTION CENTER
SEALED BID #10-5522
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I. Introduction and Bid Submittal Overview

The Cobb County Board of Commissioners (Owner) is soliciting sealed bids from experienced firms for Energy Efficiency Boiler Retrofit projects at the Cobb County Adult Detention Center, 1825 County Services Parkway, Marietta, Georgia, 30008. This Project includes limited design and construction programming, construction, acceptance and closeout for the replacement of existing domestic hot water and space heating boilers.

An award will be made to the responsible and responsive bidder whose bid is determined to be the most advantageous to Cobb County, taking into consideration the bid award criteria set forth in the Invitation to Bid (ITB).

The Cobb County Board of Commissioners reserves the right to reject all bids, to waive technicalities and informalities, to reject portions of the bids, and to award contracts in a manner consistent with the interest of Cobb County and the laws of the State of Georgia.

Each firm is to prepare its bid according to the ITB format, i.e., by section and paragraph of this ITB. Cobb County reserves the right to reject any bid not submitted within the required time frame; reject any incomplete bid submitted; contact client references; require further information; and/or require interviews/presentations from any responding firm. All costs related to the preparation, submittal, and/or presentation of a bid are the responsibility of the bidder and will not be assumed in full or in part by Cobb County.

All bids shall be accompanied by a bid bond in the amount not less than five percent (5%) of the cost bid. No bid shall be considered if a proper bid bond or other authorized security has not been submitted.

Bids must be submitted before **12:00 noon (local time), September 9, 2010**. **Bids must be received in a sealed envelope or container. Place the Project name, BID number, and bid opening date on the submitting envelope or container.** Any bid received after this time will not be opened. Bids, timely received, will be opened at 2:00 PM (local time) on September 9, 2010 at the offices of the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008.

Proposers shall submit an original and five (5) copies of their response to this ITB to:

**Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008**

Written inquiries regarding this ITB must be submitted no later than 5:00 PM, Tuesday, August 31, 2010, and shall be addressed to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Written responses to all written inquiries received by the deadline will be answered in the form of an addendum.

A Pre-bid Conference will be held on Monday, August 23, 2010, at 1:00 am at the Cobb County Work Release Facility located at 1825A County Services Parkway Marietta, Georgia 30008. All firms intending to respond to this ITB are strongly urged to attend. A site tour will be conducted immediately following the pre-bid conference.

The successful bidder will be required to furnish a satisfactory performance bond and labor and materials payment bond, on forms provided by Owner, each in the amount of the total amount payable by the terms of the contract and will be increased as the contract amount is increased.

No bidder may withdraw its bid and must honor its bid for ninety (90) days after the actual date of the opening thereof.

II. Background

Cobb County has received funding provided by the American Reinvestment and Recovery Act of 2009 (ARRA) under an Energy Efficiency and Conservation Block Grant (EECBG) administered by the U.S. Dept. of Energy for performing energy efficiency retrofits of county facilities. A level 1 energy audit was performed by the County's audit contractor that identified opportunities for retrofit projects, and performance specifications were created for projects recommended by the audits.

This invitation is for the replacement of selected domestic and space heating natural gas boilers, including preconstruction planning and programming services to confirm appropriate products, construction methods and schedules subject to Owner approval. Work shall include demolition and disposal of existing equipment, permitting, all products and materials, construction, construction management, Owner training and project closeout per the specifications. By submitting a bid, Bidder acknowledges that the Work shall be complete in every detail reasonably inferable from the bid documents and specifications as being necessary to produce the intended results notwithstanding the fact that every item involved is not particularly mentioned or shown.

As an ARRA funded project, the project will be subject to compliance with ARRA and EECBG requirements. These requirements are incorporated as Section 01000 of the Specifications, "Special Terms and Conditions of the ARRA and EECBG". Failure to acknowledge compliance on the Bid Form shall be justification, at the Owner's discretion, for Bidder's submittal to be excluded from consideration. Bidders should be particularly diligent in ensuring conformity with the Buy American requirements specified, and ensure components and manufactured products they price and offer for inclusion in this project are made in the United States. Products manufactured in countries outside the United States, regardless of whether the country of origin is a member of any Free Trade or similar economic agreement with the United States, are not permitted to be included in this project unless the Dept. of Energy has issued a specific exclusion. As of the issuance of this ITB, the Owner is unaware of any exclusions issued for products anticipated to be included in this project.

Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Dept. of Labor Wage Determination applicable on the bid issuance date for the construction type and work location. **For this project, General Decision Number:**

GA100255 07/09/2010 GA255, is applicable. A copy of the applicable decision is included with this ITB.

A sample contract is included with this ITB. Owner and Contractor will enter into a Guaranteed Maximum Price contract based on the Contractor's bid price for the baseline specifications as included with this ITB, plus an Owner's allowance to be determined prior to contracting. During Pre-Construction programming the Contractor will be expected to address cost savings opportunities, maintainability and constructability, conformity with ARRA and EECBG requirements, and final budgeting. Any changes to the Bid Specifications recommended during final design shall be subject to Owner approval and must not cause the total project budget to exceed the GMP in the contract.

III. Scope of Services

The following is a listing of some of the representative services to be provided by the Contractor. Additional services are identified in the baseline specifications for this project and the contract to be executed with Cobb County.

The scope of this work is replacement of existing HVAC equipment listed in the Replacement Equipment Tables in Specifications Section 01010 with new high efficiency equipment of similar style and size as the original, including controls, equipment safeties, etc. as required for the control and safe operation of the new equipment. The following is a listing of some of the representative services to be provided by the Contractor.

A. Planning and Pre-construction:

- Detailed site survey after award to confirm exact existing conditions, and Owner intent beyond that provided in this ITB.
-
- Prepare work plans per specifications, including any suggested design or product recommendations and any revisions to bid pricing. Plans shall include measures to be implemented to ensure compliance with EECBG and ARRA project and contracting requirements, including, specifically, confirmation acceptable to the Owner that products recommended for inclusion in this project meet the Buy American requirements.

B. Construction:

- Upon final plan and budget approval, provide all management services, labor, materials and equipment to implement the approved project in accordance with the project specifications and the approved final plan, including the approved project schedule.
- Submit certified payrolls to Owner or Owner's representative demonstrating compliance with Davis Bacon requirements for this project.
- Communicate with Owner on any variances to the approved project workplan and schedule with bids to remedy variances to meet project goals, specifications, and schedules.

C. Post Construction:

- Provide all normal project closeout activities and provide closeout documentation, including warranties, plus any additional documentation required to prove compliance with EECBG and ARRA requirements.
- Provide Owner training on equipment and controls.

- Coordinate, monitor, and resolve all warranty issues to the satisfaction of the County during the one-year general warranty period and as extended.
- Maintain records as required for ARRA and EECBG compliance, including Davis Bacon payroll records. (See Specifications section 01000.)

All Local, County, State, and Federal Codes and regulations must be followed, with particular emphasis on Building Codes, Life Safety Codes, the Americans with Disabilities Act, and ARRA and EECBG requirements (see Specifications Section 01010 for additional guidance).

Once all contract documents are executed, between the County and the successful bidder, the successful bidder will be required to deliver the services required by this ITB. Cobb County must first approve any change in or substitution of project team members, including any consultant or sub-contractor, in writing.

IV. Bid Award Criteria

Award will be made to the bidder or bidders who, having been judged responsive and responsible, submits the lowest price for the items included in the base scope of work.

Bids will be evaluated based on the information presented in the bid package, confirmation of references, and on an analysis of other publicly available information. Conditional bids are not be acceptable.

The County may conduct such investigations or interviews, as it deems necessary to assist in the evaluation of any bid submitted and to establish to Cobb County's satisfaction the responsibility, qualifications, and financial ability of any bidder. The bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. The County reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

V. Bidder Responses: Qualifications and Information

Bid responses should be prepared per the requirements in sections A – E below, **as well as:**

- (a) An executed Conflict of Interest Statement;
- (b) An executed "Officer's Oath" on the forms provided;
- (c) Contractor's Affidavit and Agreement of compliance with the Georgia Immigration Compliance Act;

- (d) Bid form included in Specifications Section 0300, including cost proposal;
- (e) Contractor's Affidavit and Agreement as required in Attachment A;
- (f) Required bid forms and compliance documents noted elsewhere in the ITB and Specifications.

The officer shall file the oaths whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for procuring the contract shall also make the oaths. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oaths. If such oaths are false, the contract shall be void, and all sums paid by the County on the contract may be recovered by appropriate action.

Provide the following:

A. Firm or Firms' Information

1. Complete and return all pages of Bid Form, including required submittals.
2. Primary local contact person(s) and telephone number(s)
3. Total number of firm's local full-time employees
4. Year firm established
5. Local firm's billings for the last three fiscal years
6. Local firms' billing for the current fiscal year
7. Listing and description of last 3 years of litigation involving the local firm
8. Copy of the most recent 3 completed years of audited financial statements (Income Statement and Balance Sheet) for the local firm
9. List any OSHA violations within the past 3 years.
10. Identify if your firm is registered, or qualifies as, a minority, disadvantaged or women owned business, or is classed as a small business enterprise. If yes, complete and return with your bid the DBE Identification Form, Exhibit B to the DBE Attachment in this ITB.

B. Experience:

1. List of similar projects completed in the last 5 years (maximum of 5 projects). Include: type of project (be sure to specify which projects were similar to facilities of this size and type), size, cost, total fee, scope of services, time to complete.
2. From the above list, provide a description of between 3 and 5 examples of your experience as prime contractor. For each of these projects:
 - a) Provide an owner reference familiar with your performance on the project. ***It is the Bidder's responsibility to ensure that the listed contact and phone number are current.***
 - b) List the individuals who served as the Project Executive/Director, Project Manager, and Project Superintendent.
3. List the three most recent projects on which the firm was required to comply with Davis-Bacon Fair Labor Wage requirements. Include name of the project manager and client reference, including name and contact information.

C. Statement of local firm's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.

- Provide an outline of the steps you propose in order to meet the services required in this ITB. This detail should indicate what is to be done, who individually, and by name is responsible to do it, and when it is to be completed.

- Provide a proposed schedule for the project with major milestones.
- Discuss any recommended steps to speed implementation of the project and identify any associated costs.

D. Staffing and Scheduling

1. Provide a proposed Project Organizational Chart, which identifies individual names and areas of responsibility. At a minimum, include the following:

- Project Manager
- Project Superintendent
- Any major subcontractors as applicable.

Resumes shall show at least the following:

- Name, specialty, job title, and project job title. The project job title must correspond with the positions listed.
- Years of relevant experience with firm, and experience with previous employers. Project experience descriptions must include dates.
- Name of the firm(s) responsible for the individual and office location where employed.
- A synopsis of specific experience, skills, training, or other qualities, which demonstrate the individual's ability to fulfill the duties of their position.

2. Provide a current list of other commitments by the Contractor and its key team members, and indicate anticipated availability of key team members to this project.

3. Please identify the individual who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the Owner.

4. Describe your approach to performance, communications and coordination to ensure minimum disruption to Owner operations during the course of the work.

E. Other

At your option, you may provide any additional supporting documentation or information in this section of the Bid, which would be helpful in evaluating your firm's qualifications and commitment or that will further demonstrate that the Bidder can serve the best interests and particular needs of the Owner on this project.

Alternative pricing for suggested alternate approaches may be submitted on the Bidders letterhead, however the bid for the base work will be used for the comparison, evaluation, and ranking of bidders. Alternative bids must be clearly labeled and arranged in a separate section of the submittal package. Any alternative bids would only be considered if the Owner elects to pursue discussions, negotiations, and revisions of the base bids.

VI. SPECIAL TERMS AND CONDITIONS

A. MODIFICATION OR WITHDRAWAL OF BIDS

A submitted bid may be retrieved in person by a bidder or its authorized representative if, before the scheduled closing time for receipt of bids, the identity of the persons requesting retrieval is established and that person signs a receipt for the bid. If the bid is retrieved for

modification, the sealed bid must be resubmitted prior to the scheduled closing time for receipt of bids. If the bid is not resubmitted, it will be considered as withdrawn.

B. ADDENDA

Each bid schedule shall include specific acknowledgment in the space provided of receipt of all addenda issued by the Owner during the advertisement period. Failure to acknowledge may result in the bid being rejected as non-responsive.

C. MISTAKES; CORRECTIONS AND WITHDRAWAL OF BIDS

After bids are opened, if the low Bidder claims a serious and honest error in bid preparation, and can support such claim with evidence satisfactory to the Owner, withdrawal of the bid without forfeiture of the bid security will be permitted. As a condition of this release, the low Bidder will be prohibited from:

1. Subcontracting or furnishing labor or equipment on this project.
2. Bidding on any Cobb County System projects within ninety (90) days of release by Owner.

D. INTERPRETATIONS

No interpretation of the meaning of the drawings, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing, addressed to the Owner, and in order to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the request for bids. All addenda so issued shall become a part of the Contract Documents.

Any questions concerning this request for bids should be in writing no later than **5:00 p.m. on Tuesday, August 31, 2010**, to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008-4021
FAX: (770) 528-1154
E-mail: purchasing@cobbcounty.org

E. SITE EXAMINATION

The Bidder, before making his bid, shall examine the bid documents, specifications, and the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize themselves with the nature and extent of the proposed construction and with all local conditions affecting the work. The Bidder shall accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto.

At the time of the opening of bids, each Bidder will also be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda), and the construction specifications. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to his bid.

F. Notice of SPECIAL CONDITIONS;

(1) All contracts and work associated with this project are subject to the terms and conditions of the American Reinvestment and Recovery Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG) awarded to the County through which funding for this project is provided. The County's "Special Terms and Conditions of the ARRA and EECBG" are included incorporated in the ITB by inclusion in the Specifications, and shall be incorporated in the Design/Build contract. Bidders may view the EECBG grant award and associated terms and conditions by viewing the EECBG link on <http://purchasing.cobbcountyga.gov/> to further familiarize themselves with the requirements of the grant.

(2) **The Cobb County Sheriff's Office reserves the right to require Contractor's staff and subcontractors to submit to and successfully pass a background investigation prior to being granted access to the Detention Facilities. The Sheriff's Office further reserves the right to deny access to any person acting on behalf of the Contractor, provided however that such access shall not be unreasonably withheld.**

G. LAWS AND REGULATIONS; LICENSING

The Bidder's attention is directed to the fact that all applicable Federal and state laws, county and municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

The State of Georgia has requirements for the licensing of contractors engaged in specific types of construction, including general contracting, electrical, plumbing, and underground utility work [re: OCGA § 43-14]. Any contractor (or subcontractor of any tier) performing regulated work on this project shall furnish proof of valid and current registration to the Owner. Similarly, the State requirements concerning local business licenses shall be met.

H. EXECUTION OF BIDS

The Bidder, in signing his bid on the whole or any portion of the work, shall conform to the following requirements:

1. Bids which are not signed by individuals providing said bid shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the bid a power of attorney executed by the partners evidencing authority to sign the bid.
3. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." The corporate seal shall also be affixed to the bid.

I. NON-COLLUSION AFFIDAVIT

The Georgia statute concerning public works construction contracting requires that any person who procures such work by bidding or proposal shall make an oath in writing that he/she has not prevented or attempted to prevent competition in such bidding [OCGA § 36-91-21(d),(e)].

If the Contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall make the oath and complete the Affidavit. If the Contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath and complete the Affidavit. If such oath is false, the Contract shall be void, and all sums paid by the County on the Contract may be recovered by appropriate action.

J. AWARD OF CONTRACT

The Bidder to whom the Contract is being awarded will be required to execute the agreement and obtain the performance bond, payment bond and provide insurance certificates acceptable to the Owner within twenty-one calendar days from the date when the notice of award is issued to the Bidder. In case of failure of the Bidder to execute the agreement or provide insurance or meet bonding requirements, the Owner may consider the Bidder in default, in which case the bid security accompanying the bid shall become payable to the Owner.

K. OWNERSHIP OF BID DOCUMENTATION

Upon receipt of the Bid by the Owner, the Bid and all included documentation shall become the property of the Owner, without compensation to the Bidder, for disposition or usage by the Owner at its discretion. The Owner assumes no responsibility or obligation to firms providing bids and will make no payment for any costs associated with the preparation or submission of bids. All work, including but not limited to planning, programming, cost estimates and summaries, plans, specifications and other materials prepared by or for the firms proposing to the Owner under this Invitation to Bid shall become the property of the Owner

L. CONTRACT PERFORMANCE BOND AND PAYMENT BOND

The Contractor will be required to furnish a contract performance bond and a payment bond executed by a surety company. This company must be listed in the latest issue of U.S. Treasury Circular 570, registered, and duly authorized to do business in the State of Georgia. The bond must be signed (or countersigned) by a local agent, each in an amount that is at least equal to one-hundred percent (100%) of the Contract Price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing material in connection with the Contract.

The surety shall be acceptable to the Owner and the bonds shall be executed on the County's bond forms which are included. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

The Contractor will be required to provide the Owner a one-year guarantee covering workmanship and materials of the project, or as provided for in the Specifications. The contract performance bond shall remain in force for 90 days from date of project acceptance by the Owner. The cost of this bond shall be paid by the Contractor.

M. INSURANCE PROOF OF COVERAGE

Prior to execution of Contract Documents, a certificate of insurance will be submitted to the Owner as required.

The **Contractor** shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the **Contractor**, his agents, representatives, employees, or subcontractors.

MINIMUM LIMITS OF INSURANCE

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Conflict of Interest Statement

As a duly authorized representative of the firm _____

I, _____ with the title _____ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County Government, that no employee of Cobb County, nor any public agency official or employee affected by this Invitation to Bid has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County Government.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract _____

I, _____ with the title _____ certify that I did not prevent or attempt to prevent competition in such bids by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a bid therefore by any means whatsoever, or induce another to withdraw a bid for the work.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Cobb County General Instructions For Bidders, Terms and Conditions

I. Preparation Of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid (ITB) issued by Cobb County are advertised on the Cobb County Internet site, www.purchasing.cobbcountyga.gov and every Friday in the Marietta Daily Journal.

II. Delivery

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by 5:00 pm on Tuesday, August 13, 2010 in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the

contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

VI. Testing and Inspection

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

VII. F.O.B. Point

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

IX. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.

3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

X. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XI. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XII. Rejection of Bids

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XIII. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause

beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. The County reserves the right to make alterations to Sample Contracts.

XIV. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XV. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XVI. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XVII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XVIII. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XIX. Ineligible Bidders

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XX. Alterations of Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXI. Termination for Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXII. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXIII. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the

responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXIV. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

Compliance with Georgia Security and Immigration Compliance Act (Effective 7/1/10)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County. Moreover, the County requires the preparation of the Immigration Compliance Certificate prior to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURE & REQUIREMENTS
(Effective 7/1/10)

1. Bid Documents: Bid documents should contain information regarding the contract language requirements described below.
2. Responsive Bid Documents: Responsive bid documents must include a signed, notarized affidavit from the contractor in the form attached. If the affidavit is not submitted **at the time of the bid**, the applicant will be **disqualified**.

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

3. Contract Language: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached be executed from a contractor (and any subcontractors, regardless of tier) showing compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. Such affidavits should be attached to the contract and/or subcontracts.
 - (b) That the contractor will be responsible for securing affidavits, and submitting them to the County, for any subcontractors (regardless of tier) employed or retained for work under the contract.
 - (c) That the contractor (and any subcontractors, regardless of tier) will fully comply with the requirements for submitting Immigration Compliance Certification (as discussed below);
 - (d) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor, subcontractor, or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements.
 - (e) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.
4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto and submit the same to the County. Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT
3. IMMIGRATION COMPLIANCE CERTIFICATION

CONTRACTOR AFFIDAVIT & AGREEMENT
(Effective 7/1/10)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A) prior to the commencement of any work under the contract/agreement;
- (3) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (4) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (5) Maintain such records for a period of five (5) years.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public Commission Expires: _____

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

EXHIBIT A

SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(Effective 7/1/10)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A) prior to the commencement of any work under the contract/agreement;
- (3) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (4) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (5) Maintain such records for a period of five (5) years.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public Commission Expires: _____

IMMIGRATION COMPLIANCE CERTIFICATION
(To be completed by Contractors and all Subcontractors)
 (Effective 7/1/10)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

| | | |
|-----------------------------------|--|--|
| <i>(Project Name/Description)</i> | | |
| | | |
| | | |
| | | |
| | | |

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Contractor Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED
 BEFORE ME ON THIS THE
 ____ DAY OF _____, 201__

Notary Public
 Commission Expires: _____

Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Mr. Mark Kohntopp, Purchasing Manager
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

MBE Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an ITB/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

*** **Instructions** ***

1. Contractor/Vendor is furnished the one-page ***DBE Participation Report*** form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

EXHIBIT C
Cobb County Government Disadvantaged
Business Enterprise Participation Report

PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form. ←

Submitted by: _____ Period Invoiced: _____

Name of Prime Contractor/Vendor

From/To:

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$_____ Payment amount requested at this time: _____

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES _____ NO _____

2. Please provide the following information for each subcontractor participating during this reporting period:

| Subcontractor Business Name | Type Service or Product Supplied | Subcontractor Business/Contact Tel. Number | Actual Dollar Value of Subcontractor Participation this Reporting Period |
|-----------------------------|----------------------------------|--|--|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |

Submitted by: _____

Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report

PAYMENT BOND

Bond Number:

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called "**Contractor**", and _____, a corporation duly organized under the laws of the State of _____ listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of _____ (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Contractor** has entered into a written contract dated _____, 20____ with the **Owner** for performance of _____ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is by reference made a part of this bond by reference as if fully set forth herein, and is hereinafter referred to as the **Contract**.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Contractor** shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as an entity having a direct contract with the **Contractor** or with a Subcontractor of the **Contractor** for labor, material, or both, used or reasonably required for use in the performance of the Contract, "labor and material" being construed to include but not limited to that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The **Contractor** and **Surety** hereby jointly and severally agree with the **Owner** that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due claimant, and have execution thereon. The **Owner** shall not be liable for the payment of any judgment costs or expenses of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant,
1. Unless claimant, other than one having a direct contract with the **Contractor**, shall have given written notice to any two of the following: the **Contractor**, the **Owner**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial specifics and accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **Contractor**, **Owner** and/or **Surety**, at the addresses provided in the Contract or in this bond, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 2. After one (1) year from the completion of Contract and the acceptance by **Owner** of the work there under, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 3. Other than in a state court of competent jurisdiction in and or the county or of the state in which the project, or any part thereof, is situated.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by **Surety** of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.
- E. PROVIDED FURTHER, that the said **Surety**, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _ day of _____, 20____.

Attest:

By: _____

Attest:

By: _____

Principal/Contractor (SEAL)

Signature

Typed Name

Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

(Bond must not be dated prior to date of Agreement)

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, hereinafter called "**Builder**", and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of _____ (in words), (\$ _____)(in figures), for payment of which sum, well and truly to be made, the **Builder** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Builder** has entered into a written contract dated _____, 20____ with **Owner** for the construction of _____ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is made a part of this bond by reference as if set forth herein and is hereinafter referred to as the "**Contract.**"

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Builder** shall promptly and faithfully perform said **Contract**, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that **Surety**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Whenever **Builder** shall be, and declared by **Owner** to be in default under the Contract, the **Owner**, having performed **Owner's** obligations there under, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the **Contract** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **Contract** in accordance with its terms, and conditions, and upon determination by the **Owner** and the **Surety** jointly of the responsible and responsive bidder, arrange for a contract between such bidder and **Owner**, and make available as work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the **Contract** price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by **Owner** to **Builder** under the **Contract** and any amendments thereto, less the amount paid by **Owner** to **Builder**.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the **Contract** falls due

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the **Owner** named herein or the heirs, executors, administrators or successors of the **Owner**.

The **Surety** may only cancel this bond by first providing thirty (30) days written notice to **Owner** and **Builder**. Such cancellation shall not discharge the **Surety** from liability already accrued under this bond prior to the expiration of the thirty (30) day period.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this ____ day of _____, 20____.

Attest:

By: _____

Attest:

By: _____

Principal/Builder (SEAL)

Signature

Typed Name

President _____
Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

PROJECT SPECIFICATIONS

FOR

**ENERGY EFFICIENCY BOILER REPLACEMENT
AT THE COBB COUNTY ADULT DETENTION FACILITY**

SEALED BID #10-5522

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SECTION 00300

BID SUMMARY and BIDDER'S SUBMITTAL

PROJECT IDENTIFICATION:

BOILER REPLACEMENT
AT THE ADULT DETENTION FACILITY
COBB COUNTY, GEORGIA

THIS BID IS ISSUED ON BEHALF OF THE COBB COUNTY BOARD OF COMMISSIONERS BY:

COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
57 WADDELL ST., MARIETTA, GEORGIA 30060
(HEREINAFTER CALLED OWNER)

Note: Where used in the specifications, the terms Proposal and Proposer shall have the same meaning as Bid, Proposer or Contractor shall have the same meaning as and Bidder, and County shall have the same meaning as Owner.

1. The Bidder proposes and agrees, if this Bid is accepted, to enter into a Design/Build Agreement with Cobb County, Georgia in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the disposition of Bid Security.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined copies of all the Bidding Documents, the Advertisement for Bids, the Instructions to Bidders, Specifications, and all Bid Addenda, which shall be acknowledged on the Bid Form.
 - (b) Bidder understands the extent of the work. Bidder is highly encouraged to attend the pre-bid meeting and job walk.
 - (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Work.
 - (d) Bidder has studied carefully the details of the Contract Documents, which may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a

corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or Contractor.

4. Bidder agrees to complete the Work for the prices(s) indicated in the Bid Sheet which is included as Attachment A to this specification section.
5. All bid items shall include all required labor, expenses, subcontract costs, permit fees, taxes, insurance, miscellaneous costs, overhead and profit to complete the work.
6. **Bidder acknowledges that this project is funded using funds provided through the American Recovery and Reinvestment Act of 2009 (ARRA) through an Energy Efficiency and Conservation Block Grant (EECBG). Bidder agrees to full compliance with the terms and conditions of these funding sources as described in section 01000 of these specifications and elsewhere in this Bid. See item 10 below for specific notice regarding the ARRA Buy American Requirement.**
7. Bidder agrees that the bid lump sum costs for bid items I and II will be full payment for installation labor costs; all tools, materials and equipment used during installation but not a permanent part of the installed improvements; overhead; and profit, regardless of the actual installed quantities of materials and equipment.
8. Proposers shall submit pricing for three basic work elements: (I) Project management and pre and post-construction services; (II) labor for construction: and (III) allowances for permitting, required payment and performance bonds, and equipment. Contractor should include a markup allowance of ten percent (10%) in their pricing allowance for permitting, payment and performance bonds, and equipment (III). The first items shall constitute fixed cost, lump sum prices to perform all work described above as "Work Elements", and shall include all Contractor overheads, including such items as printing, mileage, equipment rental, waste disposal, etc. No expense reimbursement beyond the fixed lump sum pricing for these elements will be allowed. The allowances (III) for permits, payment and performance bonds, and equipment will be used as a basis for comparing bids, together with items I and II. Actual payment will be made based on documented invoices for fees and for equipment invoices from suppliers or manufacturers as appropriate, plus a ten percent (10%) Contractor markup. Bid price item IV – Engineering Services Allowance, is requested to allow the Owner to anticipate possible costs for professional engineering services if required for permitting or otherwise as noted in the Specifications. This allowance should include a 10% Contractor markup, but will not be included in evaluation of bid pricing. If Proposer does not anticipate requiring engineering services, Proposer should write "Not Applicable" in the space for pricing.

For the purposes of this bid, Proposers shall base their materials and construction costs on the specific counts, product specifications and work specifications included in this RFP, identified in the Specifications, including revisions included with this addendum. Proposers are to submit their bids using these specifications which, together with the other project elements, will constitute the "Base Bid".

Bidders should estimate for code compliance expenses to activities directly related to replacement of equipment required in performance of this Bid, and should not anticipate or build in cost for any compliance issues beyond the limit of work. Any additional code deficiencies "downstream" of the specified work that is required to be corrected by permitting authorities will be addressed during the project as a change order under the Owner's allowance.

9. Contract(s) resulting from the solicitation will be Guaranteed Maximum Price contract(s), with the GMP to include the sum of the price elements in the Proposer's sum bid plus an Owner contingency. After award, and during the planning phase of the project, Proposer will propose any design changes or changes to specifications contained in the Base Bid resulting from Contractor's site inspection. The final project cost will be constituted of the sum of the Bid price for the labor elements, plus actual permitting, bonding,

equipment and, if needed, professional engineering costs including allowed Contractor markup, and any adjustment to the Construction costs justified by Owner approved changes. The total cost will not be allowed to exceed the GMP. NOTE: Proposers should not include the Owner's contingency in their lump sum bid price. It will be incorporated in the contract award.

The successful proposer(s), upon notice of contract award, will be required to provide pricing transparency for the labor and materials used for the Construction portion of their bid. Owner will use this solely for the purpose of any adjustments to product counts other minor adjustments to the Base Specifications recommended in the final design. Owner will, to the full extent of the law and grant conditions, protect Contractor pricing.

Contractors will be required to submit Payment and Performance bonds on the Owner's Bond Forms for the GMP value of the resulting contract. For the purposes of estimating Contractor's cost for payment and performance bonds, assume the GMP will include the total of the Bid Price, including any anticipated engineering allowance, plus a 25% Owner's contingency. Proof of insurance in accordance with insurance requirements listed in the sample contract will also be required prior to issuance of a Notice to Proceed.

10. Due Diligence Regarding the Buy American Requirement: Bidders are expected to perform due diligence to ensure all products to be installed in performance of work under this RFP meet ARRA Buy American requirements. Failure to specify compliant products will not, in and of itself, be justification for increases in project costs after contract award.

It has been noted by the Department of Energy that some manufacturers may be mis-representing their products as compliant with Buy American requirement of the American Recovery and Reinvestment Act of 2009 (ARRA). In particular, some manufacturers are listing products made in Canada, Mexico, or other countries subject to Free Trade Agreements (FTA) as compliant with the Buy American requirements of ARRA. This is inaccurate and products made in FTA member countries do not qualify for this project. The following guidance was excerpted from a DOE FAQ issue regarding trade agreements (underlining for emphasis):

General Guidance Regarding Application of Other International Agreements

For most EERE Recovery Act grantees, international trade agreements will not be a consideration because very few recipients are eligible to invoke the U.S.'s obligations under its trade agreements. (Refer to the list in the Appendix to Subpart B of 2 CFR Part 176 explained above.) Most local government and tribal entities are not a party to any international trade agreements. Also, for all projects valued below the \$7,804,000 threshold, the Buy American provision applies, unless a waiver has been granted by DOE for the specific manufactured good in question.

Cobb County is not aware of any waivers for manufactured goods anticipated for inclusion in this project.

For a full copy of the FAQ, bidders may refer to the following website, or to the DOE EERE program website for guidance on EECBG funded projects.

http://www1.eere.energy.gov/recovery/pdfs/faq_international_trade_agreements_and_buy_american_provisions.pdf

END OF SECTION

Section includes Bid Form and Attachment A – Bid Sheet

**BID FORM -
Page 1 of 3**

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED, having examined the project documents titled:

**BOILER REPLACEMENT AT THE ADULT DETENTION FACILITY
SEALED BID #10-5522**

AND having visited the work site(s) and examined the conditions affecting the Work, HEREBY proposes and agrees to furnish all labor and materials, equipment, and appliances and to perform all operations necessary TO COMPLETE ALL WORK FOR ALL SERVICES AS REQUIRED BY THE PROJECT MANUAL, INCLUDING ANY ADDENDA, FOR THE SUMS STIPULATED IN THE BID PRICING FORM (SECTION 00300 - ATTACHMENT A)

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Request for Bid including all Addenda.

Acknowledged: _____

The undersigned acknowledges receipt of Addenda numbers:

| | | | |
|--------------|-------|---------------|-------|
| ADDENDUM NO. | _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ | Acknowledged: | _____ |

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

Type of Business Entity: _____
(corporation, sole proprietorship, partnership, p.c.)

Contractor does _____ or does not _____ anticipate using subcontractor(s) in the performance of this Work.

Contractor Business Entity Principals:

Primary Owners (if other than C-Corporation): _____

President: _____

Secretary: _____

Business is organized under the Laws of the State of _____

Business Qualifies as a Woman Owned, Small Business, or DBE (Y/N): _____

If yes, list certifying authority: _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer
responsible for account: _____

Telephone Number: _____

III. REGISTRATION AS FEDERAL CONTRACTOR

Registration with DUNS is required for submittal of a Bid. Registry with the CCR and provision of a CAGE number is required prior to contracting.

Bidder DUNS Number: _____ Bidder CAGE Number: _____

If not currently registered and active with CCR, the undersigned hereby certifies they will register in a timely manner and provide Cobb County with their CCR CAGE number upon notification of intent to award work under this Bid. Initialed: _____

IV. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide names: _____

Prior projects with Cobb County: _____

IV. REFERENCES

Contractor shall provide references separately as required in RFP documents.

V. COMPLIANCE DOCUMENTS

The undersigned hereby certifies the following bid submittals are included with this Bid Form. Failure to submit required submittals listed here may be used to reject the Contractor's Bid:

- ◆ Georgia Immigration Act Compliance Contractor Affidavit and Agreement
- ◆ Conflict of Interest Statement
- ◆ Officer's Oath
- ◆ Bid Pricing Form (Section 0300, Attachment A)

BIDDER SIGNATURES

Bid dated this _____ day of _____ 2010

Bidder: _____

Signed: _____

Title: _____

Address: _____

END OF BID FORM

SECTION 00300, ATTACHMENT A
 BID SHEET

BOILER REPLACEMENTS AT COBB COUNTY ADULT DETENTION CENTER
 SEALED BID 10-5522

| Item No. | Phase of Work/Item Description | Approx. Quantity | Units | Unit Price | Totals |
|----------|---|------------------|-----------|------------|--------|
| | Bid Pricing | | | | |
| | | | | | |
| I. | Lump Sum for Planning and Pre and Post Construction Services | 1 | LS | | |
| | | | | | |
| II. | Lump Sum for Construction Labor and Project Management | 1 | LS | | |
| | | | | | |
| III. | Equipment and Fees Allowances (include 10% Contractor Allowance) | | | | |
| III- A. | Payment and Performance Bonds | 1 | Allowance | | |
| III- B. | Permitting Fees | 1 | Allowance | | |
| III- C. | Equipment Allowance | 1 | Allowance | | |
| | | | | | |
| | Total Price for Base Scope of Work | | | | |
| | | | | | |
| IV. | Allowance for Engineering Services (estimate if required. Not included in Base Scope) | 1 | Allowance | | |
| | | | | | |
| | | | | | |

Submitted by: _____
 Firm Name

 Signature

 Type Name and Title

 Date

SECTION 01000

SPECIAL TERMS AND CONDITIONS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) AND THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)

PART 1 GENERAL

This Section includes covers the Federal, State, and local provisions and requirements of the American Recovery and Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Block Grant (EECBG) program that constitute the funding sources for this project.

PART 2 SPECIAL TERMS AND CONDITIONS FOR ARRA and EECBG FUNDED PROJECTS

The following Special Terms and Conditions (ST&C-Bid) are incorporated in this bid and all resulting contracts and work orders. Submittal of a bid constitutes agreement by the Bidder to become familiar with and to comply with all terms and conditions in this section as well as elsewhere in bid and contract documents.

I. Compliance with ARRA and EECBG Funding and Contracting Requirements – General

A. Compliance Requirement by Bidders

This project is funded through an Energy Efficiency and Conservation Block Grant (EECBG) (Grant) provide under the American Recovery and Reinvestment Act of 2009 (ARRA), and is administered by the U.S. Department of Energy (DOE). Collectively, the terms and conditions of the EECBG and ARRA constitute the terms and conditions of the Grant.

1. Bidder Acknowledgement of Compliance

By submitting a bid, the Bidder hereby represents and warrants to and for the benefit of Cobb County and the United States Government that the Bidder agrees to:

- Familiarize themselves with, and comply with, all terms and conditions for ARRA and EECBG funded projects;
- Certify such compliance and provide documentation thereof upon request;
- Pass through these requirements to all subcontractors and, where applicable, to suppliers;
- Provide full and timely assistance upon request to Cobb County and other legal state and federal agencies and their designees as may be requested to demonstrate or confirm compliance with all bid and contract requirements and conditions.

2. Compliance Documents

The following documents specifying terms and conditions required for compliance with ARRA and EECBG are incorporated by reference:

- The American Recovery and Reinvestment Act of 2009
- 10 CFR 600 - all sections applicable to local governments. In particular, pay special attention to conditions in Subpart C – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- National Policy Assurances (version current at time of bid publication)
- The “Special Terms and Conditions to Cobb County EECBG Grant DE-EE0000803/000” (Grant ST&C), a copy of which is available online at <http://purchasing.cobbcountyga.gov/>

Bidders are directed to pay particular attention to the following sections of documents referenced above:

- 10 CFR 600-236, Purchasing, with special attention to paragraph (i)
- Grant ST&C paragraph 25 – compliance with Buy American requirements of ARRA
- Grant ST&C paragraph 27 and 29 – compliance with Davis-Bacon requirements of ARRA
- Grant ST&C paragraph 22 – special provisions for ARRA funded work

B. Bidder Acknowledgement Regarding Compliance Failure

In addition to all other remedies available to the Owner in the Bid and Contract documents, Bidder acknowledges that failure to comply with all terms and conditions in the ARRA and EECBG may constitute justification for withholding payment for services and materials up to and including the full value of any project funds withheld by the government of the United States.

C. Flowdown Requirement

Bidders must include all terms and conditions of this bid and all associated contracts in all subcontracts or awards resulting from this Bid as required by the referenced

D. Jobs Creation Reporting

Bidder agrees to provide information as requested by Owner to fulfill Owner's responsibility to report jobs created with Grant funds.

E. Compliance with NEPA and Cobb County Waste Stream Management Plan

Cobb County has submitted a Waste Stream Management Plan to DOE as a condition of the EECBG. A copy of this plan is posted at <http://purchasing.cobbcountyga.gov/>. In addition to any other requirements contained or referenced in documents listed in section III-A herein, Bidder, by submitting a bid, indicates their familiarity with Cobb County's Waste Stream Management Plan and agrees to adhere to the processes and procedures therein, and to provide documentation acceptable to the Owner of compliance.

II. Guidance and Emphasis Regarding ARRA and EECBG Funding and Contracting Requirements

Section I to these bid Special Terms and Conditions incorporates by reference the compliance requirements for this Bid and all subsequent contracts as required by the ARRA and EECBG grant conditions. The following discussion of selected compliance requirements is provided for emphasis, or for clarification or guidance on selected requirements. Should there be any conflict between these clarifications and the requirements of the source documents, the requirements of the source documents shall be applicable.

A. Access and Maintenance of Records

Bidder agrees that the terms Owner, County, or similar, as used in respect with requests made for records or documents necessary to ensure compliance with the ARRA and EECBG, shall include representatives of DOE, the US Inspector General, the US Comptroller General, their designees, or any other federal or state agencies and officials lawfully charged with ensuring compliance with the terms of this grant. Bidder agrees to respond to all such requests fully and in a timely manner so as not to delay Owner's obligations for this grant.

Included in this obligation is compliance with the following grant conditions:

1. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation upon request by Owner.

2. Access to Records

With respect to funds made available as a result of this Bid, any representative of the Owner as defined herein is authorized:

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

3. Maintenance of Records

All records required for compliance with the expenditure of funds made available by the American Recovery and Reinvestment Act of 2009 shall be maintained and available for access as required for a minimum of three (3) years from date of final payment for work under this Contract and all other pending matters are closed, or longer should any of the applicable documents referenced in section III A above so require.

B. Contractor Registrations and Certification of Eligibility

Bidders acknowledge by submitting a bid that:

1. Registration in the Central Contractor Registration (CCR) and acceptance by the DOE of their status is a requirement for any contract award. Bidders must submit a current DUNS number with their bid, as well as either: (a) a current CCR registration number, or (b) in the absence of a CCR number, a certification that they will register in CCR in a timely manner upon Owner notification of intent to award, and that award may be withheld for failure to register or should they be rejected for work by any federal agency with authority to deny eligibility.

2. Neither the Contractor (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to 24 CFR Part 24; and

No part of this bid shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to 24 CFR Part 24.

C. Buy American – ARRA Section 1605

All goods and services to be provided through this Bid are being funded with monies made available by ARRA and such law contains provisions commonly known as "Buy American Requirements" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States unless a waiver of the requirements is approved by the Department of Energy.

It is the responsibility of the Bidder to ensure the following: (a) full reviewed and understanding of the Buy American Requirements, (b) that all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, (c) that should Bidder anticipate and propose any non-compliant iron, steel, and manufactured

goods, Bidder must note specific exceptions in their bid and provide reference to an existing DOE waiver if any, or justification as required in ARRA Section 1605 to apply for a waiver, and (d) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or, if applicable, assistance in submitting a Bidder requested waiver from this requirement as may be requested by Cobb County or other legal state or federal agency.

Bidders shall complete and submit the Owner provided Contractor and Supplier Certification Document(s) for themselves, and shall obtain and submit the same from any subcontractors and suppliers, in a timely manner upon request by the Owner. **(See Attachment B to this section).**

Notwithstanding the waiver provisions allowed in the ARRA, a Bidder request for exceptions to Buy American Requirements shall be sufficient for Cobb County, at its sole discretion, to reject a bid as non-responsive.

D. Davis-Bacon Act and Contract Work Hours and Safety Standards Act

Compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act, all as stipulated in the Compliance Documents in section III-A herein, apply to this project.

Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Dept. of Labor Wage Determination applicable on the bid issuance date for the construction type and work location. **For this project, General Decision Number: GA100255 7/9/2010 GA255, is applicable.**

By submitting a bid, the Bidder hereby represents and warrants to and for the benefit of Cobb County and the United States Government that (a) the contractor has reviewed and understands the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act as they apply hereto, (b) has reviewed the applicable Wage Determination referenced herein, and (c) will fully conform with the applicable Wage Determination and all requirements applicable to this bid and resulting contract(s).

E. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the ARRA specify protections, actions and remedies regarding treatment of any employee of state or local governments or their contractors or subcontractors for disclosing, including a disclosure made in the ordinary course of an employee's duties, information that the employee believes is evidence of gross management of an agency contract or grant relating to covered funds, a gross waste of covered funds, a substantial and specific danger to public health or safety related to the implementation or use of covered funds, an abuse of authority related to the implementation or use of covered funds, or violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

All parties to this agreement shall be responsible for compliance with all requirements and conditions of Section 1553 of the ARRA.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

H. National Policy Assurances

National Policy Assurances in effect on date of award as published at http://management.energy.gov/business_doe/1374.htm are incorporated in these Special Terms and Conditions by reference.

I. Small and Minority Business Enterprises

The Bidder agrees to ensure that small and minority firms, women's business enterprises, and labor surplus firms (DBE firms) have the maximum opportunity to participate in the performance of contracts and subcontracts whenever possible per paragraph (e) of 10 CFR 600-236. In this regard, all contractors shall take necessary and reasonable steps in accordance with 10 CFR 600-236 to ensure these firms have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

Bidder agrees to provide documentation of all DBE firms, including itself, participating in this contract. Bidder further agrees, upon request of the Owner, to provide a list of any DBE firms that were contacted for participation in this contract.

END OF SECTION

SECTION 01000, ATTACHMENT B

Manufacturer's Buy American Certification Compliance Statement

The Manufacturer (or designated manufacturer's representative) shall include this statement with all submittals for this project.

By this submittal, the Manufacturer hereby represents and warrants that all iron, steel, or manufactured goods represented in this submittal will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), unless a waiver of the requirements is approved, and the Manufacturer will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support reporting requirements or a waiver of the Buy American Requirements, as may be requested by the Owner.

Project Name: _____

Signed: _____

By: _____

Print Name

Title: _____

Company: _____

Date: _____

SECTION 01000, ATTACHMENT B

Contractor Buy American Certification Compliance Statement

The Contractor shall execute and submit this statement prior to contract award for this project.

I understand this project is funded in whole or in part using funds provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and that performance on this project requires full compliance with the conditions of this Act.

I hereby represent and warrant that all iron, steel, or manufactured goods used in this project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), unless a waiver of the requirements is approved, and I will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support reporting requirements or a waiver of the Buy American Requirements, as may be requested by the Owner.

I agree to require the Manufacturer of all products used on this project submit a Manufacturer's Buy American Certification with all product submittals unless a waiver of the requirements is approved.

I shall maintain records at the job site or, if no contractor office is maintained at the job site, at the project office of the supervisor overseeing this project, documenting of compliance with these requirements, to provide copies of such documents available to the Owner upon request, and to provide complete documentation to the Owner at the conclusion of the project.

Project Name: _____

Signed: _____

By: _____

Print Name

Title: _____

Company: _____

Date: _____

SECTION 01010: SCOPE OF WORK

1.01 LOCATION OF WORK

A. The work of this Contract is located at the Cobb County Adult Detention Facility, 1825 County Services Parkway, Marietta, GA. 30008.

1.02 OVERVIEW OF SCOPE OF WORK

A. The work includes all project services, permitting and construction to replace water heating boilers in the referenced building, and documentation necessary for compliance with ARRA requirements. The Contractor understands that the Work shall be complete in every detail reasonably inferable from the bid documents and specifications as being necessary to produce the intended results notwithstanding the fact that every item involved is not particularly mentioned or shown.

B. The scope of work for replacement of boilers in accordance with this ITB.

The project includes replacement of all equipment identified in the REPLACEMENT EQUIPMENT TABLES in Section 1.08 of Specification. All ancillary items that are required to provide fully operational systems are included in the scope of this work. These include, but are not limited to, valves, fittings, water piping modifications and connections, drain piping modifications and connections, gas piping modifications and connections, new controls installation and wiring, modifications to structural equipment supports and all equipment electrical connections.

C. Controls

Contractor shall be responsible for specifying and installing industry standard controls as required to ensure the safe and efficient operation of the new equipment installed, including devices that are required for code compliance. Controls shall provide, at a minimum, the same level of control and monitoring available on the current equipment.

Controls shall be selected that are compatible with Owner's existing Metasys control system. However, the physical connection to the Metasys control system is not a part of this contract.

D. The scope will also require that the Contractor maintain bonds as required elsewhere in the Bid documents.

1.03 PRE-CONSTRUCTION SERVICES AND SUBMITTALS

The Contractor shall perform the following prior to construction:

1. Site visits to inspect facilities to establish existing conditions.
2. Prepare a preliminary work plan and submittals of all products proposed for the project to County for approval. Revise as required for final approval by County. The work plan and submittals shall include the following, in addition to those in Specifications section 1.05 - C:
 - ◆ Schedule for completing work
 - ◆ Plan for demolition and disposal of existing equipment in conformity with County's Waste Stream Management Plan
 - ◆ Schedule and manufacturer's product information on proposed new equipment. Documentation shall include, at a minimum, the following performance characteristics:
 - (a) Domestic Water Heater(s) heating capacity
 - (b) Boiler(s) heating capacity
 - (c) Water flowrates and temperatures

- (e) Pump(s) flowrates and pressures
- ◆ Prices for proposed new equipment
- ◆ Identification and cost of required permits
- ◆ Any recommendations for system or equipment modifications that will result in higher efficiency, lower cost, etc. (aka “value engineering”).

1.04 PERMITTING

A. The Contractor shall be responsible for obtaining all necessary permits for the proposed work. Estimated costs for permits are to be included as an allowance in the Permits and Equipment allowance section of the bid, including a 10% Contractor’s markup.

B. The Contractor shall, if necessary, retain a Professional Engineer licensed to practice in the State of Georgia to develop, sign or seal any calculations and drawings if required for permitting. Such cost shall be provided as an allowance, subject to the 10% Contractor markup, and shall be noted separately in the bid where provided. This allowance will not be used in comparing bids, but will be considered during contract negotiations.

C. The Contractor is responsible for coordination of the timing of permitting. Permit revisions for changes in the proposed work shall be the responsibility of the Contractor.

1.05 DESIGN AND CONSTRUCTION CRITERIA AND STANDARDS

A. Work shall be completed in accordance with permitting Authorities in Cobb County, Georgia, and with the latest editions of all applicable building Codes including but not limited to:

1. Georgia State Minimum Standard Building Code
2. Georgia State Minimum Standard Mechanical Code
3. Georgia State Minimum Standard Fire Code
4. Georgia State Minimum Standard Plumbing Code
5. Georgia State Minimum Standard Gas Code
6. Georgia State Minimum Standard Electrical Code
7. Georgia State Minimum Standard Energy Code
8. ASHRAE Standard 90.1 (Energy Standard)
9. ASHRAE Standard 62 (Ventilation Standard)
10. NFPA 101, Life Safety Code
11. NFPA 70, National Electric Code
12. NFPA 72, National Fire Alarm and Signaling Code
13. NFPA 90A Standard for the Installation of AC and Ventilating Systems
14. SMACNA Duct Construction Manual
15. International Existing Building Code, with Georgia Amendments

B. All work shall be completed in accordance with these specifications. Codes and Authorities shall take precedence where they conflict with the specifications.

C. The Contractor shall develop a draft Work Plan to include the proposed design, products, methods, and schedules (Work Plan) that shall be submitted for review and approval by the Owner. Owner and Contractor shall negotiate the final Work Plan in good faith and in accordance with the bid and contract terms and budget, however Owner shall have authority for approval of the final Work Plan.

In addition to any other requirements herein, the draft work plan shall include the following:

- (1) A description of demolition and waste product disposal activities that is consistent with the

objectives in the Owner's Waste Stream Management Plan.

(2) Manufacturer's product literature and additional documentation if required to demonstrate all products are sourced in compliance with the ARRA Buy American requirements.

(3) Contractor's and/or Manufacturer's signed Buy American compliance statement(s).

(4) Completed and sworn Immigration Compliance Certification(s) (included in the bid document) for the Contractor and all sub-contractors that identifies all workers assigned to the project.

(5) A US Dept. of Labor Payroll form (WH347) for the Contractor and all Sub-Contractors listing all workers to be assigned to the project and their work classification and appropriate Rate of Pay. Should the Contractor or any Sub-Contractor receiving payment on this project declare that no employees are subject to the Davis Bacon Fair Wage Act, Owner reserves the right to request a letter so stating the basis for their exemption.

D. The following criteria must be met:

1. The work includes sizing and replacement of Domestic and Space Heating Boilers and appurtenances. All ancillary items that are required to integrate the new boilers into the existing plumbing systems to ensure fully operational systems are included in the scope of this work. These may include, but are not limited to valves, fittings, water piping modifications and connections, drain piping modifications and connections, gas piping modifications and connections, new controls installation and wiring, modifications to structural equipment supports and all equipment electrical connections.

(a) Work shall include removal and disposal, or removal and salvage of all existing equipment and appurtenances in accordance with the guidance in the Owner's Waste Stream Management Plan.

(b) Work shall include the design services of professional engineers if required by the Contractor to develop technical specifications for structural, mechanical or electrical modifications, or if required to develop or certify submittal documents for Code compliance or to obtain required permits.

(c) Where new equipment selection requires changes in existing equipment electrical feeds, Work shall include the design services of an electrical engineer and development of technical specifications for electrical modifications as needed.

2. Davis-Bacon wages will be required to be paid to all laborers and mechanics on this project per ARRA requirements. Owner or Owner representative reserves the right to conduct site interviews with the employees and supervisors of the Contractor and any covered sub-contractor, to require payment records, and to conduct such other investigations as may be necessary to document compliance. **For this project, General Decision Number: GA100255 07/09/2010 GA255, is applicable.** Wage rates for this decision are included.

3. As a function of project programming, Contractor shall take and record measurements as may be required to determine existing boiler water flowrate and system static pressure circulated by each existing heating water pump serving equipment to be replaced. Existing heating water temperatures entering and leaving the existing boiler shall be measured and recorded. New boiler(s) and new pump(s) shall be sized to provide heating water flowrates and pressures which satisfy the new load calculations.

4. Work shall include testing, adjusting and balancing of water flowrates for each boiler and each pump in the upgraded systems whether replaced or not.

5. During construction, heating and domestic water heating capability must be maintained for the buildings to the greatest extent possible. Contractor must coordinate with Owner to schedule any temporary losses of cooling and/or heating capacity. Outages must be kept to a minimum.

6. Equipment capacities listed in the EQUIPMENT REPLACEMENT TABLES at the end of this

Section are existing capacities, as published in the listed equipment manufacturer’s literature, at the outdoor conditions for Atlanta, Georgia, as listed in the technical specifications.

(a) The new equipment sizing will be sized to maintain, at a minimum, existing equipment capacities. The equipment capacities and Manufacturer/Model information is provided to serve as the Contractor’s basis for establishing bid prices for installation costs. The actual sizes and selections will be made by the Contractor during programming. The Contractor’s installation costs will be reimbursed based on the established bid prices. The Contractor’s material and equipment costs will be reimbursed at cost plus ten percent.

7. Minimum efficiencies of replacement equipment shall be as follows:

| Equipment Type | Size Range | Minimum Efficiency |
|-----------------------------------|-------------------|---------------------------|
| Boiler, Condensing | 200-2000 MBH | 93% Combustion |
| Domestic Water Heater, Condensing | 200-2000 MBH | 93% Combustion |
| Centrifugal Pump-Motors Assembly | All | 60% Premium |

1.06 INSPECTION AND ACCEPTANCE OF THE WORK

A. The Contractor shall notify the Owner at least one week prior to reaching substantial completion and schedule Owner Training and a substantial completion inspection by the Owner.

B. The Owner will perform a substantial completion inspection and create a substantial completion checklist.

1. Prior to the substantial completion Owner inspection, Contractor shall provide test results demonstrating water flowrates for each boiler and each pump in the upgraded systems, whether replaced or not, as required in section 1.05 D.

2. Owner shall inspect and record any evidences of: moisture due to equipment or pipe leaking or sweating, air leakage, loose or missing insulation, and any other problems with quality of work.

3. During the substantial completion inspection of the retrofits, the Contractor shall demonstrate controls functions of each piece of equipment.

4. During the substantial completion inspection of the retrofits, the Contractor shall demonstrate controls functions of each piece of equipment.

C. Once the Contractor has completed the substantial completion checklist, he shall notify the Owner and schedule a final completion inspection.

D. The Owner will perform a final completion inspection and, if necessary, create a second checklist of items to be rectified.

E. The process described in Item D will be repeated until the Owner is satisfied that the work is final and all criteria are met. At that point, the Owner will issue a notice of final completion.

F. Contractor shall retain a copy of all books, documents and other project records pertinent to the performance under this Bid for a period of three years following completion of the contract. Such requirement shall specifically include retention of all records substantiating compliance with the Special Terms and Conditions for ARRA and EECBG funded projects.

1.07 WORK COORDINATION, SCHEDULING AND SEQUENCE

A. Contractor shall be responsible for submitting a schedule as part of the preliminary planning stage, subject to Owner approval. Contractor must coordinate with Owner to develop the work schedule to minimize inconveniences to building occupants and operations and maintain heating and domestic water heating capability to the maximum extent possible during construction. Once work commences on the site, all work shall proceed so as to ensure minimum equipment downtime. Contractor shall coordinate each day with Owner regarding the following day work schedules.

B. Contractor shall be responsible for all tools, equipment, materials, containers, etc. to perform the work.

C. Only contractor employees, including sub-contractor employees if applicable, who complete background checks if required by Owner in the Bid documents, and who are registered as compliant with the Owner on the required EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION, may perform work at the site.

Materials storage is the responsibility of the Contractor. Any agreement by the Owner to allow on-site storage of materials is “At Risk” as relates to the contractor, and Cobb County shall have no liability for damaged or missing materials or equipment.

D. Site will be kept clean during and following all work. County may provide on site space if agreed upon in the final design for storage of existing materials for storage prior to removal from the site and disposal in accordance with the Waste Stream Management Plan if requested by the contractor.

E. Workers will endeavor to minimize any impact on County operations and will abide by direction from authorized County personnel. County will work with Contractor to accommodate special conditions related to access to space, safety concerns, etc.

F. Contractors shall take reasonable precautions to protect facilities during removal and installation of equipment. Contractors will include their plan for protection of any County facilities in their draft plans, which is subject to County approval. Contractors shall be responsible for any damage caused by failing to adhere to their approved protection plan, or for damage caused by negligence on the part of the Contractor and any subcontractors, suppliers, etc. working for the Contractor.

G. Time will be of the essence. Contractors shall provide a proposed project schedule with their bids that reflects milestones for design, materials ordering, on-site demolition and construction, and project closeout, dated from County’s issuance of Notice to Proceed. A final schedule will be developed between Owner and the selected proposer prior to contracting.

1.08 REPLACEMENT EQUIPMENT TABLES

| Equipment Type, Location | Quantity | Capacity | Manufacturer/Model |
|---|----------|-----------------------|----------------------|
| Boiler, Ground Floor Interior | 2 | 3,600 MBH output | PVI 106 WBHE 100A-TP |
| Domestic Water Heater, Ground Floor | 2 | 4,000 GPH @ 80°F Rise | PVI 4000P 400-TP |
| Domestic Water Heater, Kitchen Service | 1 | 731 GPH @ 100°F Rise | Lochinvar CWM0745 PM |
| Controls and safeties as required in specifications – all new boilers | | | |

1.09 WARRANTY REQUIREMENTS

A. Terms and Submittals

1. Contractors shall supply manufacturer's warranties of at least one year on all equipment provided for this project, with a minimum 3 year manufacturer's warranty on tanks and heat exchangers. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.
2. Contractors shall warrant design and workmanship for a period of one year.
3. Warranty periods shall commence on the date of Owner's acceptance of the work.
4. A sample of the Contractor's workmanship warranty and manufacturer's warranties shall be included with preliminary planning documents. At Final Completion, compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.

B. Warranty Conditions

1. **Related Damages and Losses:** When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
2. **Reinstatement of Warranty:** When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. **Replacement Cost:** Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
4. **Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
5. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

End of Section

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. All contract prices established in the Bid Sheet (Included in the Bid Form, Section 00300 of these specifications), including Unit Price Items, will be full compensation for all labor, materials, tools, equipment, incidentals, including permits and inspection fees, overhead, and profit necessary to complete the Work as shown on the Drawings and specified in the Contract Documents to be performed under this Contract.
- B. The items listed in this specification section refer to and are the same pay items established in the Bid Sheet. They constitute all of the pay items for the completion of the Work. Compensation for all services, equipment and materials necessary to complete the work of this contract shall be included in the prices stipulated for the lump sum and unit pay items listed herein.
- C. Each lump sum and unit price cost established in the Bid Sheet will be deemed to include overhead and profit.

1.02 PAY REQUEST PROCEDURES

- A. Requests for Payment will be submitted no later than the 25th day of each month, or more frequently if agreed between Contractor and Owner. All requests for payment shall be submitted to the Owner with complete cost backup where required (e.g., proof of obtaining permits, copies of purchased bonds, etc.). Such requests for payment shall be based upon the prices established in the Bid Sheet and the terms established in this Measurement and Payment Specification.
- B. Invoices shall be submitted on AIA (American Institute of Architects) standard invoice formats G702 and G703 which will detail percent complete for lump sum line items or, if allowed per the Contract, quantities and unit rates for unit price work and labor hours worked and total expenses for time and materials work.

1.03 MEASUREMENT AND PAYMENT TERMS

- A. Measurement and payment terms are established on Attachment A to this specification.
- B. Where a certified invoice is required in the measurement and payment terms, the invoice must be certified by the seller with the following signed statement - "{Insert Seller's company name here} certifies that the total amount of this invoice represents the actual total cost to {Insert Contractor's name here} for the equipment and material identified. No discounts, reimbursements or any other incentives will be provided to {Insert Contractor's name here}. {Insert Seller's company name here} also certifies that it has no financial interest in {Insert Contractor's name here} and {Insert Contractor's name here} has no financial interest in {Insert Seller's company name here}"

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. All cutting, coring, and rough patching shall be performed by the Contractor. Finish patching shall be the responsibility of the Contractor and shall be performed by trades qualified in the application of the particular finish.
- B. Provide all cutting, fitting and patching, required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the work to provide for installation of ill timed or improperly scheduled work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Provide penetrations of structural surfaces and materials for installation of equipment and electrical conduit.
 - 7. Provide penetrations of non-structural surfaces and materials for installation of piping, ductwork, equipment and electrical conduit. The determination of what is a nonstructural surface or material shall be made by the Engineer.
 - 8. Remove, install, or relocate materials or equipment.

1.03 SUBMITTALS

- A. Submit a written request prior to executing any cutting or alteration which is not shown or detailed on the contract documents or Owner approved design and/or work schedule prepared by Contractor which affects or requires:
 - 1. Cutting structural members.
 - 2. Holes drilled in beams or other structural members.
 - 4. Structural value or integrity of any element of the project.
 - 5. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 6. Efficiency, operational life, maintenance or safety of operational elements.
 - 7. Visual qualities of sight-exposed elements.

- B. Request shall include:
 - 1. Identification of the project.
 - 2. Description of affected work.
 - 3. The reason for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of project.
 - 5. Description of proposed work:
 - a. Method and extent of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 - 6. Alternatives to cutting and patching.
 - 9. Related shutdown requests if required to do the work.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

- C. Materials for finish patching shall be equal to those of adjacent construction. Where existing materials are no longer available, use materials with equivalent properties and that will provide the same appearance. The materials are to be approved by the Engineer prior to their use.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Protect surrounding materials and equipment prior to starting work.
- C. Contain and control cooling liquids and slurry produced by the cutting and coring operations.
- D. When the cutting or coring will result in the structure or equipment being exposed to provide adequate weather protection.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- C. All equipment and workplace safety shall conform to OSHA standards and specifications pertaining to plugs, noise and fume pollution, wiring and maintenance.
- E. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- F. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.
- H. Remove rubble and excess patching materials from the premises.

3.04 CORING

- A. All coring shall be performed in such a manner as to limit the extent of patching. Locate the rebar before coring to minimize cut throughs
- B. Coring shall be performed with an approved non-impact rotary tool with diamond core drills.
- C. Size of holes shall be suitable for pipe, conduit, sleeves, equipment or mechanical seals to be installed.
- D. Fit work to minimize space to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. All holes cut through concrete and masonry walls, slabs or arches shall be core drilled unless otherwise approved. All work shall be performed by mechanics skilled in this type of work.
- G. If holes are cored through floor slabs they shall be drilled from below where possible. If holes are drilled from above, provide protection and containment below the area being drilled to catch the plug and contain liquid and slurry.

3.05 CUTTING

- A. All cutting shall be performed in such a manner as to limit the extent of patching.
- B. Fit work to minimize space to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- C. Cutting shall be performed with a concrete saw and diamond saw blades of proper size.
- D. Provide for control of slurry generated by sawing operation on both sides of wall and from below if cutting a floor.

- E. When cutting a reinforced concrete wall or floor, the cutting shall be done so as not to damage the bond between the concrete and reinforcing steel left in structure. Cut shall be made so that steel neither protrudes nor is recessed from face of the cut.
- F. Adequate bracing of area to be cut shall be installed prior to start of cutting. Check area during sawing operations for partial cracking and provide additional bracing as required to prevent a partial release of cut area during sawing operations.
- G. Provide equipment of adequate size to remove cut panel.
- H. Saw cut concrete and masonry prior to breaking out sections.
- I. Install work at such time as to require the minimum amount of cutting and patching.
- J. All cutting of structural members shall be done in a manner directed by the Engineer.
- K. Cut opening only large enough to allow easy installation of the equipment, ducting, piping or conduit.
- L. When existing conduits or pipe sleeves are cut off at the floor line or wall line, they shall be filled with grout or suitable patching material.

3.06 PROTECTION

- A. Provide devices and methods to protect other portions of project from damage.
- B. Provide protection from elements for that portion of the project which may be exposed by cutting and patching work.

3.07 PATCHING

- A. Rough patching shall be such as to bring the cut or cored area flush with existing construction unless otherwise shown.
- B. Finish patching shall match existing surfaces as approved.
- C. Patching shall be of the same kind and quality of material as was removed.
- D. The completed patching work shall restore the surface to its original appearance or better.
- E. Patching of waterproofed surfaces shall render the area of the patching completely waterproofed to include the joint between the existing material and the patch.
- F. Equipment damaged during cutting and patching shall be replaced or repaired by the equipment manufacturer, at the Owner's sole discretion and at the expense of the Contractor doing the work.
- G. Repaint any damage to factory applied paint finishes using touch-up paint furnished by the equipment manufacturer. The entire damaged panel or section shall be repainted at the expense of the Contractor doing the work.
- H. Slurry or tailings resulting from coring or cutting operations shall be contained and vacuumed or otherwise removed from the area following drilling or cut.

- I. Equipment shall be protected against mechanical and water damage during cutting and patching. Provide protective covers or use other means such as temporary relocation to protect equipment that is at risk of damage from the cutting and patching
- J. Provide protection for existing equipment, utilities and critical areas against water or other damage caused by drilling operation.

END OF SECTION

SECTION 01600

DELIVERY, STORAGE AND HANDLING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies the general requirements for the delivery handling, storage and protection for all items required in the construction of the work. Specific requirements, if any, are specified with the related item.

1.02 TRANSPORTATION AND DELIVERY

- A. Transport and handle items in accordance with manufacturer's instructions.
- B. Schedule delivery to reduce long term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
- C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.
- D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.
- E. No on-site storage shall be allowed without Owner's prior approval, such approval to include identification of on-site storage location. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the Owner's normal operations and will not interfere with the flow of necessary traffic.
- F. Provide necessary equipment and personnel to unload all items delivered to the site.
- G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct and items are undamaged. For items furnished by others (i.e. Owner, other Contractors), perform inspection in the presence of the Engineer. Notify Engineer verbally, and in writing, of any problems.
- H. If any item has been damaged, such damage shall be repaired at no additional cost to the Owner.

1.03 STORAGE AND PROTECTION

- A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instruction shall be studied by the Contractor and reviewed with the Engineer by him/her. Instruction shall be carefully followed and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.
- B. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous and reinforcing steel shall be stored off the ground or

otherwise to prevent accumulations of dirt or grease and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, cracking and spalling to a minimum.

- D. All mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a weathertight building to prevent injury. The building may be a temporary structure on the site if approved by Owner, or elsewhere, but it must be satisfactory to the Engineer. Building shall be provided with adequate ventilation to prevent condensation. Maintain temperature and humidity within range required by manufacturer.
1. All equipment shall be stored fully lubricated with oil, grease and other lubricants unless otherwise instructed by the manufacturer.
 2. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 3. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.
 4. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.
- E. All paint and other coating products shall be stored in areas protected from the weather. Follow all storage requirements set forth by the paint and coating manufacturers.

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes procedural requirements for compiling and submitting operation and maintenance data required to complete the project.

1.02 OPERATING MANUALS

- A. Provide operation and maintenance instructions for all electrical, mechanical, and instrumentation & controls equipment furnished under various technical specifications Sections.

1. Provide heavy-duty fly leafs (section separators), matching the table of contents, for each separate product, each piece of operating equipment, and organizational sections of the manual. Provide reinforced punched binder tab; bind in with text.

Provide two copies of each manual at project closeout.

2. Contents:

- a. A table of contents/Index
- b. Specific description of each system and components
- c. Name, address, telephone number(s) and e-mail address(es) of vendor(s) and local service representative(s)
- d. Specific on-site operating instructions (including starting and stopping procedures)
- e. Safety considerations
- f. Project specific operational procedures
- g. Project specific maintenance procedures
- h. Manufacturer's operating and maintenance instructions – specific to the project
- i. Copy of each wiring diagram if applicable
- j. Copy of approved shop drawing(s) and Contractor's coordination/layout drawing(s)
- k. List of spare parts and recommended quantities
- l. Product Data: Mark each sheet to clearly identify specific products and component parts and data applicable to installation. Delete inapplicable information.
- m. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams

- n. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified.
 - o. Warranties and Bonds, as specified in the General Conditions
3. Transmittals
- a. Prepare separate transmittal sheets for each manual. Each transmittal sheet shall include at least the following: the Contractor's name and address, Owner's name, project name, project number, submittal number, description of submittal and number of copies submitted.
 - b. Submittals shall be transmitted or delivered directly to the office of the Engineer, as indicated in the Contact Documents or otherwise directed by the Engineer.
 - c. Provide copies of transmittals (only, i.e., without copies of the respective submittal) directly to the Resident Project Representative.
- B. Manuals for Equipment and Systems - In addition to the requirements listed above, for each System, provide the following:
- 1. Overview of system and description of unit or system and component parts. Identify function, normal operating characteristics and limiting conditions. Include performance curves, with engineering data and tests and complete nomenclature and commercial number of replaceable parts.
 - 2. Panelboard circuit directories including electrical service characteristics, controls and communications and color coded wiring diagrams as installed.
 - 3. Operating procedures: include start-up, break-in and routine normal operating instructions and sequences; regulation, control, stopping, shut-down and emergency instructions; and summer, winter and any special operating instructions.
 - 4. Maintenance Requirements
 - a. Procedures and guides for trouble-shooting; disassembly, repair, and reassembly instructions
 - b. Alignment, adjusting, balancing and checking instructions
 - c. Servicing and lubrication schedule and list of recommended lubricants
 - d. Manufacturer's printed operation and maintenance instructions
 - e. Sequence of operation by instrumentation and controls manufacturer
 - f. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance
 - 5. Control diagrams by controls manufacturer as installed (as-built)
 - 6. Contractor's coordination drawings, with color coded piping diagrams, as installed (as-built)

7. Charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams. Include equipment and instrument tag numbers on diagrams.
8. List of original manufacturer's spare parts and recommended quantities to be maintained in storage
9. Test and balancing reports, as required
10. Additional Requirements as specified in individual product specification
11. Design data for systems engineered by the Contractor or its Suppliers

D. Electronic Transmission of O&M Manuals

1. Unless otherwise approved by the Engineer, O&M manuals may not be transmitted by electronic means other than by CD-ROM. Electronic O&M manuals shall meet the following conditions:
 - a. The above-specified transmittal form is included.
 - b. All other requirements specified above have been met, including, but not limited to, coordination by the Contractor, review and approval by the Contractor.
 - c. The submittal contains no pages or sheets large than 11 x 17 inches.
 - d. With the exception of the transmittal sheet, the entire submittal is included in a single file.
 - e. Files are Portable Document Format (PDF) – with the printing function enabled.
2. When electronic copies are provided, transmit three hard-copy (paper) originals to the Engineer with an electronic copy on CD-ROM.
3. The electronic copy of the O&M manual must be identical in organization, format and content to the hard copies of the manual.

1.03 SERVICES OF MANUFACTURERS' REPRESENTATIVE

- A. The manufacturer's representative shall certify that all manufactured products incorporated in this project are manufactured in the United States and comply with the Buy American requirements of this project by completing the Manufacturer's Buy American Certificate Compliance Statement (Section 01000, Attachment A).
- B. The manufacturer's representative shall certify on the enclosed certification form that the equipment installed for the subject project has been installed in a satisfactory manner, has been satisfactorily tested, and is ready for operation

1.03 TRAINING/INSTRUCTIONS TO OWNER'S PERSONNEL

- A. Before final initiation of operation, Contractor or Contractor's vendors shall train/instruct Owner's designated personnel in the operation, adjustment, and maintenance of products, equipment and systems at times convenient to the Owner. Such training/instruction shall be scheduled and held at times to accommodate the work schedules of Owner's personnel, including splitting the required training/instruction time into separate sessions and/or presented at reasonable times other than the Contractor's "normal working hours" or the Owner's normal day shift.

- B. Use operation and maintenance manuals as basis for instruction. Train/instruct the Owner's personnel, in detail, based on the contents of manual explaining all aspects of operation and maintenance of the equipment. If the respective equipment is inter-related to the operation of other equipment, all interlock, constraints, and permissives shall be explained.
- C. Prepare and insert additional data in each Operation and Maintenance Manual when the need for such data becomes apparent during training/instruction.
- D. Vendor's training/instruction will be considered acceptable based on the completed *Owner's Acknowledgement of Manufacturer's Instruction* as indicated on the Equipment Manufacturer's Certification of Installation, Testing, and Instruction appended to this Section.

END OF SECTION

EQUIPMENT MANUFACTURER'S CERTIFICATE OF INSTALLATION, TESTING
AND INSTRUCTION

Owner: _____

Project: _____

Contract No. _____

Project No. _____

EQUIPMENT SPECIFICATION SECTION _____

EQUIPMENT DESCRIPTION _____

(Print equipment name and model with serial No.)

I _____, Authorized representative of
(Print Name)

(Print Manufacturer's Name)

hereby CERTIFY that the above listed equipment installed for the subject project has been installed in a satisfactory manner, has been satisfactorily tested, and is ready for operation.

CERTIFIED BY: _____ DATE: _____
(Signature of Manufacturer's Representative)

OWNER'S ACKNOWLEDGMENT OF INSTRUCTION

[I] [We] the undersigned, authorized representatives of Cobb County have received the required instruction on the operation, lubrication, and maintenance of the subject equipment and are prepared to assume normal operational responsibility for the equipment:

DATE: _____

DATE: _____

DATE: _____

SECTION 15410

PLUMBING - PIPING SYSTEMS

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment, services and incidentals required and install connect new equipment to the interior Plumbing Piping Systems as specified herein to carry out the intent and purpose of the design criteria. All necessary parts to make a complete working system ready for use shall be furnished without extra charge. The Contractor shall be responsible to coordinate the system installation and routing with the work of all trades as necessary.

PART 2 PRODUCTS

2.01 PIPING SYSTEM MATERIALS

A. Natural Gas Systems

1. Low pressure (less than 14-in water column) piping 2-in and smaller shall be Schedule 40, black steel with malleable iron fittings.
2. High pressure (greater than 14-in water column) piping shall be Schedule 40, black steel with welded fittings.
3. Piping larger than 2-in diameter shall be schedule 40 black steel pipe and fittings with welded joints.
4. Gas train vent piping shall be of the same material as that specified for low pressure piping systems.

2.02 VALVES

A. Gas Valves

1. Gas valves 2-in and smaller shall be three-piece bronze ball valve with threaded ends equal to Hammond 8604; Watts 6800 (YRPV) or Apollo 82-100, modified with tee handles.
2. Gas valves larger than 2-in shall be lubricated plug valves equal to valves manufactured by Powell; Homestead and Rockwell.
3. Gas valves shall be listed suitable for natural gas service.

2.03 SLEEVES AND CASTINGS

A. Sleeves

1. Sleeve all piping through walls, beams and partitions. All wall sleeves shall finish flush with the finish line.

2. Sleeve all piping passing through floor slabs. All sleeves shall extend 2-in above the finish floor slab.
3. Pipe sleeves shall be Schedule 40 galvanized steel pipe conforming to ASTM A53. Provide a 2-in minimum circumferential water stop welded to exterior of sleeve at its midpoint. Ends of sleeves shall be cut and ground smooth and shall be flush with the wall or ceiling and extend 2-in above finished floors. Sleeves to be sealed with mechanical seals shall be sized in accordance with the seal manufacturer's recommendations. Sleeves to be sealed by caulking and sleeves for insulated piping shall be sized as required.

B. Castings

1. Provide waterproof castings on each plumbing pipe penetrating walls of wet wells, tanks or pits. Castings shall be of size and length to suit pipe and wall thickness.
2. Wall castings shall be ductile iron conforming to ANSI/AWWA A21.51/C151, thickness Class 53, diameter as required. Flanges and/or mechanical joint bells shall be drilled and tapped for studs where flush with the wall. Castings shall be provided with a 2-in minimum circumferential flange/waterstop integrally cast with or welded to the casting, located as follows: for castings set flush with walls located at the center of the overall length of the casting; for castings which extend through wall located within the middle third of the wall.

C. Seals

1. Mechanical seals shall be modular, adjustable, bolted, mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. The seal shall be rated by the manufacturer for 40-ft of head or 20 psig. Mechanical seals shall be Link-Seal by Thunderline Corp., Wayne, MI or equal.
2. Sealant shall be a two part foamed silicone elastomer by Dow Corning Co., Product No. 3-6548 silicone R.T.V.; 3M brand fire barrier products caulk C.P. 25 and 3M brand putty 303; or Flame-Safe fire stop systems Fig. No. FS-500 by Thomas & Betts Corp. Sealant bead configuration, depth and width shall be in accordance with manufacturer's recommendations.

2.04 HANGERS, SUPPORTS AND ANCHORS

- A. Piping support systems shall include restraints as required by the applicable building codes to withstand seismic loading. Design shall be provided by a Georgia licensed professional engineer hired by the Contractor as specified in other Sections.
- B. The contractor shall be responsible to provide a complete system of supports, expansion joints, and anchors. Additional supports may be required adjacent to expansion joints, couplings, and valves.
- C. Hangers supporting horizontal piping at ceilings shall be of the clevis type and spaced 5-ft apart for soil, waste, drain, rainwater leaders and vent pipes; 8-ft apart for supply and service pipe 1-1/2-in diameter and larger; and 6-ft apart for pipe smaller than 1-1/2-in diameter.
- D. All hangers shall be of a type to permit vertical adjustment after installation.
- E. Materials and installation shall be furnished under this Section. All hangers and supports for copper piping shall be PVC coated where in contact with copper.
- F. All piping hangers, supports, and anchors shall be galvanized or Type 304 stainless.

2.05 PIPE MARKING AND COLOR CODING

- A. Pipe marking shall be part of the work of this Section to assist as required by the Engineer to identify the pipe contents, direction of flow and all pertinent data required for proper marking of pipe.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install all piping, valves, hangers and appurtenances as specified herein and in the referenced Sections above.
- B. The Contractor shall not install any equipment or materials until the Owner and Engineer have approved all submittals. If any equipment or materials are installed prior to approval of the submittals, it shall be at the Contractor's risk.
- C. In general, corrections or comments or lack thereof, made relative to submittals during review shall not relieve the Contractor from compliance with the requirements of the drawings and specifications. Submittals are for review of general conformance with the design concepts of the project and general compliance with the contract documents. The Contractor is responsible for the final design conforming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating the work of all trades, and performing the work in a safe and satisfactory manner.
- D. Valves
 - 1. Install control valves to all locations grouped and located to be easily operated, through access panels, doors, or adjacent to equipment.
- E. Flanged Connections
 - 1. All flange faces shall be in perfect alignment with the holes straddling the vertical center line of the piping.
 - 2. All bolts shall be well lubricated over the entire thread length with a heavy graphite and oil mixture prior to the tightening operation. Bolts shall be tightened with proper wrenches, care being taken to secure uniform pressure on the bolts and gasket and to avoid overstressing of the bolts, dishing of the flanges and compression of the gasket beyond its proper limits.
 - a. Commercial grade carbon steel bolts, ASTM A307, Grade B shall be tightened to obtain approximately 15,000 psi stress based on the root area of the thread. Alloy steel bolts, ASTM A193, Grade B7 shall be tightened to obtain a stress of 45,000 psi.
 - 3. All bolts shall be of sufficient length so that when fully tightened, a minimum of two full threads shall extend beyond the nut.
- F. Screwed Connections
 - 1. All screwed connections shall have full thread of true taper, accurate to gauge and conform to ANSI.

2. Reduction in size shall be made using reducing fittings.
3. The use of bushings or close nipples is prohibited. Nipples shorter than 4-in in length shall be Schedule 80.
4. Plugs shall be steel or brass with square head.
5. Screwed joints shall be made with an approved joint compound applied to the male thread only. Caulking of screwed joints will not be allowed.

3.02 FIELD TESTING

- A. Provide all apparatus and all other supplies or materials which may be necessary for testing the systems and operating the apparatus during the period while tests of any kind are being made, or for carrying out the work of the Contract.
- B. The various piping systems shall be subjected to water, smoke, or air tests as noted and shall hold tight at pressures stated without extra pumping or water addition for the time intervals stated.
- C. All additional tests, methods or materials that may be required by the local ordinances and not specifically specified herein, shall be made as directed by the Engineer or the local inspection authority.
- D. Provide for all repeated tests as necessary to make systems tight as required.
- E. Test water piping as follows:
 1. Test all interior potable hot, cold and protected water piping to a water pressure of 150 psi to the lowest level and maintain this pressure without additional pumping for 2 hours.
- F. Test gas piping as follows:
 1. Test all gas piping with air under pressure as required and recommend by the NFPA Pamphlet Nos. 54 and 58 Regulations which shall be considered as part of this Section.

3.03 CLEANING

- A. At the completion of the work, clean all piping, fixtures, equipment, apparatus and exposed trim for same included in this Section and, where required, polish ready for use.
- B. Thoroughly disinfect the entire potable water distribution systems with a solution of not less than 50 ppm of available chlorine. Allow the disinfecting solution to remain in the system for a period of 3 hours after which time, open all valves and faucets and flush the system with clean water until the residual chlorine content is not greater than 0.2 ppm, unless otherwise directed.

END OF SECTION

SECTION 15503

DEMOLITION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and incidentals required and remove and dispose of the existing equipment, including, piping, insulation, controls and equipment, in the existing buildings as specified herein.
- B. Provide all demolition work associated with the removal of equipment from the existing facilities, including disconnecting and removing all piping to equipment being removed under other related Sections.
- C. Provide all work associated with the relocation of equipment for the existing and new facilities.
- D. The existing systems shall remain in service until they have been replaced by new or temporary systems.
- E. Provide documentation acceptable to the Owner of disposition of all materials removed in execution of the work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Develop a disposal plan in general compliance with the Owner's Waste Stream Management Plan as part of the design development. Include this with work plan development documents for Owner review and comments.
- B. Demolition shall be scheduled and performed to minimize downtime. The demolition and removal work shall be coordinated with the construction schedule for new work and the demolition work of other contracts.
- B. Trace out piping systems to be relocated or removed and perform the relocation and removal work as required to provide complete and safe operating systems.
- C. Where a shutdown cannot be allowed, provide temporary connections as required to maintain the services.
- D. In general, the work includes removal and disposal of:
 - 1. Equipment, piping, and insulation including their hangers, supports. Piping shall be capped or plugged at the service indicated to remain.
 - 2. All piping that is to be removed shall be removed back to the next live branch or main and plugged or capped.

3.02 WORK INCLUDED

A. Demolition shall include:

1. Piping, with or without insulation, hangers and terminal devices.
2. Hot water equipment and boilers, valves, and insulation,.

3.03 DEMOLITION AND REMOVAL

- A. Remove all equipment indicated for replacement in Section 01010, Summary of Work.
- B. Remove abandoned piping, including insulation back to the source or nearest point of usage, including piping above accessible ceiling finishes and in chases.
- C. Where plumbing or other mechanical systems pass through demolition areas to serve other areas of the premises, they shall be maintained or suitably relocated to provide normal service.

3.04 DISPOSITION OF MATERIALS AND EQUIPMENT

- A. Except as indicated herein or otherwise directed by the Owner, all material and equipment removed under this Section shall become the property of the Contractor and shall be removed from the site and disposed of by the Contractor. Provide receipts or other documentation acceptable to the Owner verifying acceptable disposal of all legally regulated materials and equipment and other materials and equipment identified in the approved waste stream management plan required in part 3.01 of this section.

END OF SECTION

SECTION 15990

TESTING, ADJUSTING AND BALANCING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish the necessary labor, materials, instruments, transportation and devices required and test and adjust the installed systems as required herein or as required to produce fully operational systems or as need to obtain project acceptance by the manufacturer's representative as required in section 01730.
- B. The tests shall demonstrate the specified capacities and operation of equipment and materials comprising the systems. Such tests other than as described herein which are deemed necessary to indicate the fulfillment of the Contract shall be made.
- D. When the work includes modifications to existing systems, the entire system including existing portions shall be rebalanced. Where capacities of existing components are not shown as changed, the original capacities shall be used for balancing.
- E. Data required by this Section shall receive complete approval before final payment is made.
- F. If, in the opinion of the Owner, the Contractor has not, will not, or cannot comply with the testing, balancing and adjusting requirements of this Section, he may advise the Owner to employ a qualified firm to perform such work at Contractor's sole expense.

1.02 SCHEDULE AND PROCEDURES

- A. A complete schedule of balancing procedures for each of the buildings or systems shall be submitted in sufficient time in advance so that the Owner might arrange to observe these procedures as they progress. Before commencing with the balancing of the systems submit the methods and instruments proposed to be used to adjust and balance the air and water systems.
- B. Submit proposed testing programs at least 2 weeks prior to the scheduled test to assure agreement as to personnel and instrumentation required and scope of each testing program.

1.03 GUARANTEE

- A. The testing and any required balancing work shall be guaranteed to be accurate and factual data, based on readings in the field. All data shall be submitted within 14 working days of the performance of the test. Test data shall not be held until final completion, but shall be submitted on an interim basis as soon as the test or appropriate groups of tests are finished.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Furnish gaskets, lubricants and other expendable materials required to be replaced during the execution of this work.
- B. Furnish anemometers, thermometers, gauges, voltmeters, ammeters, lachometers and similar instruments, not part of the permanent installation, but required to record the performance of the equipment and systems. Testing apparatus, not part of the permanent installation, shall remain the property of the Contractor, but made available to the Engineer.
- C. Instruments used for testing shall be certified accurate to within plus or minus 0.10 degrees F for temperature or plus or minus 0.10-in wc for pressure. Calibration of the instruments shall be done within 7 days of testing for this project and henceforth every 30 days thereafter for the duration of the testing period. Certification of calibration shall be submitted to the engineer prior to starting the work.

3.01 START OF BALANCING

- A. The General Contractor shall notify the Owner when systems become operational and ready for preliminary and final testing, adjusting and balancing.
- B. Final balancing shall not begin until system has been installed complete and is capable of normal operation. Provide personnel to assist in rough balance and calibration.
- C. All equipment, pumps, valves and linkages shall be verified to be installed and operating.
- D. System shall be capable of operating under control as specified herein.
- E. If piping is replaced in near proximity to existing pumps, defined as disconnecting or reconnecting piping at the piping joint or flange nearest the pump, Contractor shall verify with straight edge that pump and motor shafts are parallel and that sheaves are in proper alignment.
- F. Contractor shall start pumps and verify that rotation is correct and shall correct as required to ensure that the motor rotates correctly. If wiring to pump motors was disconnected during the course of the work, Contractor shall measure and record pump and motor rpm and confirm that motor rpm agrees with nameplate and scheduled rpm.
- G. If, upon commencing the work, the Owner determines or suspects that the systems are not ready, or if a dispute occurs as to the readiness of the systems, the Owner may request an inspection to be made by an independent Engineer or Test and Balance firm. This inspection shall establish to the satisfaction of the represented parties whether or not the systems meet the basic requirements for testing and balancing. Should the inspection reveal the notification to have been premature, all costs for the inspection shall be paid for by the Owner. Should inspection reveal defects in design or construction, Contractor shall cover all costs for the Owner's Engineer or Test and Balance firm, and shall, at its expense, make all needed repairs and conduct additional testing to satisfy Owner. .
- H. Leaks, damage and defects discovered or resulting from startup, testing and balancing shall be repaired or replaced to like-new condition with acceptable materials. Tests shall be continued until system operates without adjustments or repairs.

3.02 TESTING

Heating Hot Water Boilers

1. Furnish data in excel spread sheet format tabulating as follows:
 - a. Manufacturer, model number, size and serial number of all units.
 - b. All design and manufacturer's rated data.
 - c. Temperatures of entering and leaving hot water.
 - d. Voltage and ampere input of motors under full load (one for each phase leg).
 - e. Capacity of machine in Btuh.
 - f. Quantity of hot water circulated through the boiler in gpm.
 - g. Hot water pressure drops in psig.

END OF SECTION



SAMPLE CONTRACT

Date: _____

Agreement between Owner and Design/Builder

Agreement for Design and Construction

AGREEMENT made as of the ___ day of _____ in the year 2010.

BETWEEN the Owner: Cobb County
Cobb County, Georgia
C/o Cobb County Property Management Department
57 Waddell Street
Marietta, Georgia 30060

and the Design/Builder: CONTRACTOR NAME

For the following Project: DESIGN/BUILD BOILER REPLACEMENT

Cobb County Adult Detention Facility
1825 County Services Parkway, Marietta, Ga. 30008

The engineering services described herein will be provided by the following person or entity who is lawfully licensed to practice engineering in Georgia:

NAME AND ADDRESS

The Owner and the Design/Builder agree as set forth below.

Terms and Conditions

1.0 GENERAL REQUIREMENTS

1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents consist of the Owner's Request for Proposal, dated _____, 2010, Design Baseline Bid Documents, Design/Builder's Bid Proposal identified in Section 14, , including Specifications and Bid Addenda referenced below, this Agreement between Owner and Design/Builder for Final Design and Construction ("Agreement"), the Construction Documents to be approved by the Owner in accordance with Subparagraph 2.2.2 of this Agreement, and Modifications issued after execution of this Agreement. A Modification is a Change Order or a written amendment to this Agreement signed by both parties. The foregoing and following documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Bid Addendum #xx dated xx/xx/2010

Bid Addendum #xx dated xx/xx/2010

Special Terms and Conditions of the American Recovery and Reinvestment Act Of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG)

Immigration Reform and Control Act Contractor/Subcontractor Affidavits

Conflict of Interest Affidavit

Non-Collusion Affidavit

1.1.2 The Project, as identified above, is the total design and construction for which the Design/Builder is responsible under this Agreement, including all professional design services and all labor, materials, and equipment used or incorporated in such design and construction.

1.1.3 The Work comprises the completed construction designed under the Project and includes labor and supervision, materials, equipment, machinery, apparatus, tools, services, transportation and all other facilities, licenses, permits, taxes, fees, charges, excises, services and incidentals of any description whatsoever necessary to perform and completely finish in a workmanlike manner and to the complete satisfaction and approval of the Owner, free from all liens or claims of laborers, material men, suppliers, or subcontractors and in conformity in all respects with all applicable federal, state, county or municipal laws, ordinances, rules or regulations, all work and things contemplated by the Design Baseline Documents and the Contract Documents which are required of the Design/Builder.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 This Agreement shall be signed in not less than duplicate by the Owner and Design/Builder.

1.2.2 It is the intent of the Owner and Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents must be taken as complementary, and any item of Work called for in any Contract Document shall be as binding as if called for by all. The Design/Builder understands that the Work shall be complete in every detail reasonably inferable from the Contract Documents as being necessary to produce the intended results notwithstanding the fact that every item involved is not particularly mentioned or shown. Words not otherwise specifically defined herein, which have a well-known technical or trade meaning, are used herein in accordance with such recognized or well-known meaning. If there is any conflict in the contract documents, the priority shall be as follows in descending order: Modifications to the Agreement, the Agreement, any Special Conditions, the Terms and General Conditions, the Specifications, the Drawings, the Design/Builder's Bid Proposal, and the Design Baseline Bid Documents

1.2.3 By executing this Agreement, the Design/Builder represents that it is an independent contractor and that it has:

- .1 read and studied the Contract Documents and understands the same;
- .2 familiarized himself with the local conditions under which the Work is to be performed; and
- .3 correlated his observations with the requirements of the Contract Documents.
- .4 Acknowledged that the Design Baseline Bid Documents are incomplete in defining the total scope of work, do not accurately define existing conditions whether exposed or hidden, and do not reflect all code requirements, agreements, conditions, ordinances, rules or regulations, which might affect this Project.

1.2.4 The Design/Builder shall designate in the Agreement a representative who shall have full authority to execute any and all instruments requiring the signature of the Design/Builder, and to otherwise act on behalf of the Design/Builder with respect to all matters arising out of the Contract Documents. The Design/Builder's designated representative will be authorized to execute all bonds, agreements, certificates, affidavits, applications and any and all instruments of any other nature whatsoever which may be required for the proper performance of the Work contemplated by the Contract Documents.

1.2.5 The Design/Builder represents that any reference by the Contract Documents to Cobb County as supplying utilities, permits, licenses, approvals, procedures or items of any nature whatsoever are included with the Design/Builder's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All documents, including drawings, written information, estimates, specifications and other documents and data are and remain the property of the Owner. The Design/Builder agrees that the Owner may reuse any and all drawings, written information, estimates, specifications and other documents and data described herein in the Owner's sole discretion without first obtaining permission of the Design/Builder and without payment of any monies to the Design/Builder therefore. However, any reuse of the documents by the Owner on a different site, without a new contract agreement, shall be at the Owner's risk and the Design Builder's Engineer and Consultants shall have no liability where such documents are reused. The Owner shall offer the Design Builder's Engineer the opportunity to negotiate a fee for such services but shall not be bound to accept the negotiated fee. Following such negotiations, should Owner determine Design Builder's Engineer's services/fee would not be in the Owner's best interest, Design Builder's Engineer and Consultants name and seal shall be removed and the construction documents redone according to licensing regulations prior to their reuse.

1.3.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Engineer's common law copyrights or other reserved rights. The Owner shall own neither the documents nor the copyrights.

2.0 DESIGN/BUILDER RESPONSIBILITIES

2.1 SERVICES AND RESPONSIBILITIES

2.1.1 Design services shall be performed by qualified engineers and other professionals selected and paid by the Design/Builder. The professional obligations of such persons shall be undertaken and performed in the interest of the Design/Builder. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Design/Builder and acting in the interest of the Design/Builder. Nothing contained in this Agreement shall create any professional obligation or contractual relationship between such persons and the Owner.

2.1.2 Intentionally Omitted

2.2 BASIC SERVICES

2.2.1 The Design/Builder's Basic Services are as described below and in Section 14.

2.2.2 Based on the Design Baseline Bid Documents and the Design/Builder's Bid Proposal, the Design/Builder shall submit Construction Documents for review and approval by the Owner. Construction Documents shall include technical drawings, schedules, diagrams, and specifications, setting forth in detail the requirements for construction of the Work and shall:

- .1 develops the intent of the Design Baseline Bid Documents in detail;
- .2 provide information necessary for the use of those in the building trades; and

.3 includes documents required for all regulatory agency approvals.

The Design/Builder hereby warrants that the Construction Documents prepared by the Design/Builder and its Engineer will be adequate and sufficient to accomplish the purposes of the Construction Project, and agrees that any review or approval of said documents by the Owner or otherwise shall not act to diminish or alter the Design/Builder's responsibilities under this Agreement.

2.2.3 The Design/Builder shall act as Owner's Agent in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project, and shall be solely responsible for any violation by the Design/Builder, his employees or agents, of any Federal, State, City or Departmental laws, ordinances, or regulations. Design/Builder shall maintain compliance with all environmental related policies, procedures and applicable permits, regulations, codes and Americans with Disabilities Act requirements.

2.2.4 Unless otherwise provided in the Contract documents, the Design/Builder shall provide or cause to be provided and shall pay for all design services, labor, testing services, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, permits and City of Marietta required inspections, utility connection, assessment fees, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

2.2.5 The Design/Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

2.2.6 The Design/Builder shall keep the Owner informed of the progress and quality of the Work. The Design/Builder shall fax to the Owner, on a weekly basis, copies of the Superintendent's daily reports.

2.2.7 If requested in writing by the Owner, the Design/Builder, with reasonable promptness and in accordance with the time limits agreed upon, shall interpret the requirements of the Contract Documents. Claims, disputes, and other matters in question relating to performance there under by both Owner and Design/Builder shall be interpreted by the Owner. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight, as the court shall determine.

2.2.8 The Design/Builder shall correct Work, which does not conform to the Construction Documents at no additional cost to Owner.

2.2.9 The Design/Builder warrants to the Owner that materials and equipment incorporated in the Work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements shall be corrected in accordance with Section 9 of this Agreement.

2.2.10 The Design/Builder shall pay all sales, consumer, use, and similar taxes and shall secure and pay for building permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

2.2.11 The Design/Builder shall give notices and comply with laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

2.2.12 The Design/Builder shall pay all royalties and license fees. The Design/Builder shall defend suits or claims for infringement of patent rights and shall save the Owner and its Agents harmless from loss on account thereof, except that the Owner shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process, or product is an infringement of a patent; the Design/Builder shall be responsible for such loss unless such information is promptly given to the Owner.

2.2.13 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees and parties in privity of contract with the Design/Builder, to perform a portion of the Work, including their agents and employees.

2.2.14 The Design/Builder shall keep the premises free from accumulation of waste materials or rubbish caused by the Design/Builder's, and it's subcontractor's operations. At the completion of the Work, the Design/Builder shall remove from and about the Project the Design/Builder's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

2.2.15 The Design/Builder shall prepare Change Orders for the Owner's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the design and construction.

2.2.16 The Design/Builder shall notify the Owner when the Work is substantially completed by issuing a Certificate of Substantial Completion for the Owner's approval and if approved by the Owner's, shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Design/Builder shall complete items listed therein. Owner shall produce a list of items to be completed or corrected upon establishment of Date of Substantial Completion.

2.2.17 The Design/Builder shall maintain in good order at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These documents and materials shall be delivered to the Owner upon completion of the design and construction and prior to final

payment.

2.2.18 The Design/Builder shall be responsible for the preservation of all public and private property, monuments, utility lines, etc., along and adjacent to the Work. The Design/Builder shall use every precaution necessary to prevent damage or injury thereto. The Design/Builder shall exercise suitable precaution necessary to prevent damage to pipes, conduits and other underground structures; and shall carefully protect from disturbance or damage all land monuments and property marks until an authorized representative of the Owner has witnessed or otherwise referenced their location, and shall not remove them until directed. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the Design/Builder, his employees or agents, such property shall be restored by the Design/Builder, at the Design/Builder's expense. The Design/Builder will restore same to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or Design/Builder shall make good such damage or injury in an otherwise acceptable manner.

2.2.19 The Design/Builder shall furnish and pay for structural, mechanical, chemical, special inspections or other laboratory and on-site tests, inspections and reports as required by law or the Contract Documents.

2.2.20 The Design/Builder shall furnish services by land surveyors, geotechnical engineers and other consultants for any additional subsoil, air, and water conditions, when such services are deemed necessary by the Design/Builder to carry out properly the design services under this Agreement.

3.0 OWNER RESPONSIBILITIES

3.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall promptly render decisions pertain thereto to avoid delay in the orderly progress of the Work.

3.2 At the Owner's option, the Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and Design/Builder agree in writing at any time after the execution of this Agreement.

3.3 The Owner shall cooperate with the Design/Builder in securing building and other permits, licenses, and inspections.

3.4 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Design or Construction Documents, the Owner shall give prompt written notice thereof to the Design/Builder.

3.5 The Owner shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

3.6 The Owner shall, at the request of the Design/Builder and upon execution of this Agreement, provide a certified or notarized statement of funds available for the Project and their source.

3.7 The Owner shall communicate with contractors only through the Design/Builder.

4.0 CONSTRUCTION TIME

4.1 The Design/Builder shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction, and in accordance with the Schedule (as defined below), as may be amended by mutual agreement of the parties from time to time.

4.2 Time limits stated in Contract Documents are of the essence of this Agreement. The Work to be performed under this Agreement shall commence upon execution of a notice to proceed unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved as indicated in Section 14.

4.3 The Date of Substantial Completion of the Work or of a designated portion thereof is the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work for its intended use.

4.4 The Design/Builder shall prepare a design and construction schedule of Work consistent with Paragraph 4.2 above and present it to Owner for written approval prior to commencing the Work ("Schedule"). This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be revised as required by the conditions of the Work.

4.5 If the Design/Builder is delayed in the progress of the Project by acts or neglect of the Owner, Owner's employees, separate contractors employed by the Owner, or changes ordered in the Work not caused by the fault of the Design/Builder, the contract time shall be reasonably extended by Change Order.

4.6 If, at any time during the course of the Work, the progress of the Work, in the Owner's judgment, raises a doubt as to the ability of the Design/Builder to meet the Contract Time, the Design/Builder shall confer and cooperate with the Owner in establishing a schedule for the Work which will assure its completion within the contract Time at no additional cost to the Owner.

4.7 Completion time will not be extended for normal bad weather. No change in contract sum will authorized because of adjustment of contract time due to weather.

4.8 It is further agreed that time is of the essence of each and every portion of this Agreement and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Agreement. Extensions of time will be considered when the delay in completion of the work is due:

.1 To any preference, priority, or allocation order duly issued by the Government or Owner;

.2 To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, restricted to, acts of God, or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restriction, and extremely severe weather in excess of normal weather losses allowed in Paragraph 4.7. Production line schedule delays of the product manufacturers shall not be considered grounds for a time extension.

4.9 The Design/Builder shall within five (5) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the final settlement of the Agreement, notify the Owner, in writing, the causes of the delay for each delay caused by reasons other than weather. The Owner shall, where possible, ascertain the facts and extent of the delay or delays for claims, other than those caused by weather, filed by the Design/Builder between the 20th of the month to the 20th day of the previous month. If the Owner agrees with a time extension, the Design/Builder shall issue the monthly Pay Application accompanied by a Change Order. In cases where a claim is filed, except those that are of a continuing nature and extend beyond the normal monthly report period stated herein, the Owner shall ascertain the facts and render his decision within thirty (30) days of the receipt of the final data relating to the claim. If the Design/Builder fails to file claims within the time period specified herein for delays, it shall be considered prima facie evidence that no basis for a claim exists.

4.10 The Design/Builder acknowledges and understands that if Substantial Completion of the project is delayed beyond the Date of Substantial Completion(as defined in Section 14 hereof), the Owner will suffer, sustain and incur substantial commercial and economic loss, damage and detriment, including, without limitation, loss of income, profits and operating revenues from the Project and extended interest costs, the precise magnitude and extent of all of which may be difficult to ascertain. Accordingly, it is the intent and desire of the parties (and an inducement to the Owner to enter into this Agreement with the Design/Builder) to agree in advance upon the amount of compensation which the Owner will be entitled to receive from the Design/Builder if Substantial Completion of the Project is not achieved on or before the Date of Substantial Completion. For each calendar day that Substantial Completion of the Project is delayed beyond the Date of Substantial Completion (as the same may be extended for excusable delays allowed hereunder), the Design/Builder shall pay to Owner the sum of **\$200.00** per day for each facility so delayed until Substantial Completion is achieved. Said sum shall constitute liquidated damages and not a penalty and is deemed reasonable by the parties in light of the circumstances and the anticipated actual loss, damage or detriment which the Owner will suffer, sustain and incur if completion of the Project is delayed. The Owner shall be entitled to retain, receive and recover

such liquidated damages from the Design/Builder solely on the basis of the Design/Builder's failure to achieve the Agreed Completion Date, without the necessity of proving or establishing any underlying cause or actual amount of loss or damage sustained, it being the intent and purpose of the parties to preclude the necessity of any such proof by negotiating and agreeing in advance upon the amount of such liquidated damages as herein provided. Such liquidated damages may be withheld by the Owner from the balance due to the Design/Builder under this Agreement as and when such damages accrue and payments become due to the Design/Builder hereunder or, if such liquidated the Design/Builder for breach of this Agreement, including, without limitation, Owner's right to terminate this Agreement.

5.0 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 The Design/Builder shall deliver to the Owner itemized Applications for Payment in such detail as indicated in Section 14.

5.1.2 Within thirty days of the Owner's receipt of a properly submitted and correct Application for Payment and approval by the Owner, the Owner shall make payment to the Design/Builder.

5.1.3 The Application for Payment shall constitute a representation by the Design/Builder to the Owner that, to the best of the Design/Builder's knowledge, information, and belief the design and construction have progressed to the point indicated. The quality of the Work covered by the application is in accordance with the Contract Documents; and the Design/Builder is entitled to payment in the amount requested. r=

5.1.4 The Design/Builder shall pay each contractor, upon receipt of payment from the Owner, out of the amount paid to the Design/Builder on account of such contractor's work, the amount to which said contractor is entitled in accordance with the terms of the Design/Builder's contract with such contractor. The Design/Builder shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors in similar manner.

5.1.5 The Owner shall have no obligation to pay or to be responsible in any way for payment to a contractor of the Design/Builder except as may otherwise be required by law.

5.1.6 No progress payment or partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

5.1.7 The Design/Builder warrants that:

(1) Title to Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in construction or upon receipt of payment by the Design/Builder, whichever occurs first;

(2) Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and

(3) no Work, materials or equipment covered by an Application for Payment will have been acquired by the Design/Builder, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Design/Builder or such other person.

5.1.8 The Design/Builder will receive the payments made by the Owner and the Design/Builder will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors, and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid. The Design/Builder shall first apply all progress payments as trustee to satisfy all obligations the Design/Builder has incurred due to the Work, and shall comply with all laws applicable thereto.

5.1.9 The Design/Builder shall, as often as requested by the Owner, furnish such information, evidence and substantiation as the Owner may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by the Design/Builder in connection with the Work and all payments made by the Design/Builder on account thereof. The Design/Builder shall also furnish, as required by the Owner in its sole discretion, such partial or final lien waivers or releases as the Owner deems necessary to ensure that the Design/Builder has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by the Owner, the furnishing of such lien waivers and releases shall be a condition precedent to any payment hereunder. Nothing herein shall constitute any requirement that the Owner exercise its discretionary option to require such releases and waivers. Moreover, no prior failure of the Owner to require such releases and waivers shall limit the Owner's right to require them subsequently.

5.1.10 The Owner reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that the Design/Builder (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears that funds remaining in the Contract, including retainage and exclusive of back charges, are insufficient to complete the Work; (c) to reimburse the Owner for any back charges incurred as a result of any act or omission by the Design/Builder hereunder; (d) to protect the Owner from the possible consequences of any other breach or default by the Design/Builder hereunder; or (e) to secure the Owner with respect to any breach or default by the Design/Builder or its affiliates, parent company and subsidiaries under any other agreement. Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty, or improper work or materials.

Without limiting the provisions of the previous paragraph, the Owner may retain from each progress payment made prior to the time of Substantial Completion ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in the preceding sentence,

and in no event to exceed any applicable statutory requirements. If the Owner elects to use this retainage provision:

- .1 at the time the work is fifty percent complete, the Owner shall withhold no additional retainage and shall pay the Design/builder the full amount of what is is on account of progress payments;
- .2 the Owner may, in its sole discretion, reduce the amount to be retained at any time;
- .3 the Owner may release retainage on that portion of the work a Subcontractor has completed, in whole or in part, and which Work the Owner has accepted;
- .4 in lieu of retainage, the Design/builder may furnish a retention bond, acceptable to the Owner, to be held by the Owner.

5.1.11 The Owner shall make a progress payment to the Design/Builder equal to the value of the completed Work and Stored Work as of the corresponding Monthly Billing Date, to the extent approved by the Owner, and after deducting (a) all previous payments, (b) current retainage (to a maximum of 10 percent of each progress payment; provided, however, that, when 50 percent of the contract value including change orders and other additions to the Contract value provided for by the Contract Documents is due and the manner of completion of the contract Work and its progress are satisfactory to the Owner, the Owner shall withhold no more retainage. If after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.), and (c) all charges or back charges for services, materials, equipment, or other items furnished or otherwise chargeable to the Design/Builder.

5.2 FINAL PAYMENT

5.2.1 At substantial completion of the Work and as the Owner determines the Work to be reasonably satisfactory, the Owner shall within 30 days after the last of the following to occur: (a) delivery of a final application for payment, (b) furnishing of evidence satisfactory to the Owner that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished or incurred in connection with the Work, (c) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of the Design/Builder or the Design/Builder's suppliers or subcontractors, and (d) delivery of a general release, in a form satisfactory the Owner, executed by the Design/Builder running to and in favor of the Owner, and such other parties as the Owner may require, pay the retainage to the Design Builder. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner shall be withheld until such item or items are completed to the Owner's satisfaction.

5.2.2 Neither final payment nor amounts retained, if any, shall become due until the Design/Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which the Owner or Owner's property might be liable have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) a certificate that insurance required by the Contract Documents is in force following completion of the Work, and (4) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Owner. If a contractor refuses to furnish a release or waiver required by the Owner, the Design/Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design/Builder shall reimburse the Owner for moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

5.2.3 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens;
- .2 faulty or defective Work appearing after Substantial Completion;
- .3 failure of the Work to comply with requirements of the Contract Documents; or
- .4 terms of special warranties required by the Contract Documents.

5.2.4 Acceptance of final payment shall constitute a waiver of all claims by the Design/Builder except those previously made in writing and identified by the Design/Builder as unsettled at the time of final Application for Payment.

6.0 PROTECTION OF WORK, PEOPLE, AND PROPERTY

6.1 The Design/Builder shall be responsible for initiating, maintaining, and providing supervision of safety precautions and programs in connection with the Work.

6.2 The Design/Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- (1) Employees on the Work and other persons who may be affected thereby;
- (2) The Work and materials and equipment to be incorporated therein; and
- (3) Other property at or adjacent to the site.

6.3 The Design Builder shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

6.4 The Design/Builder shall be liable for damage or loss to property at the site caused in whole

or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable, except damage or loss attributable to the acts or omissions of the Owner, the Owner's separate contractors or anyone directly or indirectly employed by them or by anyone for whose acts they may be liable and not attributable to the fault or negligence of the Design/Builder.

7.0 DESIGN/BUILDER'S INSURANCE AND BONDS

7.1 DESIGN/BUILDER'S LIABILITY INSURANCE

7.1.1 The Design/Builder shall purchase and for the duration of the Agreement maintain in a company or companies authorized to do business in the State of Georgia, having a rating with A. M. Best & Co. of A-VII or better and acceptable to Owner, such insurance as will protect the Design/Builder from claims set forth below which may arise out of or result from operations under the Contract by the Design/Builder or by a contractor of the Design/Builder, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws and acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Design/Builder's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of persons other than the Design/Builder's employees;
- .4 claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Design/Builder or (2) by another person;
- .5 claims for damages, other than to the Work at the site, because of injury to or destruction of tangible property, including loss of use;
- .6 claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle;
- .7 claims for damages because of professional errors and omissions; and
- .8 claims for contractually assumed liability under this agreement.

7.1.2 The insurance required by the above Subparagraph 7.1.1 shall be written for not less than limits of liability specified as follows or required by law, whichever are greater:

- .1 Worker's Compensation
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$1,000,000.00

.2 Comprehensive General Liabilities (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage and Elevator Liability):

| | |
|------------------|---------------------------------|
| Bodily Injury: | \$2,000,000.00 Each Occurrence |
| | \$2,000,000.00 Annual Aggregate |
| Property Damage: | \$2,000,000.00 Each Occurrence |
| | \$2,000,000.00 Annual Aggregate |

Products and Completed Operations to be maintained for one year after final payment.
Property Damage Liability Insurance including XCU coverage.

.3 Contractual Liabilities:

| | |
|------------------|----------------------------------|
| Bodily Injury: | \$ 2,000,000.00 Each Occurrence |
| | \$ 2,000,000.00 Annual Aggregate |
| Property Damage: | \$ 2,000,000.00 Each Occurrence |
| | \$ 2,000,000.00 Annual Aggregate |

.4 Personal Injury: \$ 2,000,000.00 Each Occurrence
\$ 2,000,000.00 Annual Aggregate

.5 Comprehensive Automobile Liability: including owner, non-owned, hired, leased or rented vehicles.

| | |
|------------------|---------------------------------|
| Bodily Injury: | \$1,000,000.00 Each Person |
| | \$1,000,000.00 Each Occurrence |
| Property Damage: | \$100,000.00 Each Occurrence |
| | \$1,000,000.00 Annual Aggregate |

.6 Professional Errors and Omissions: to cover damages resulting from errors or omissions of the engineers and/or architects on the Design/Builder's project team.

| | |
|--|---------------------------------|
| | \$1,000,000.00 Each Occurrence |
| | \$1,000,000.00 Annual Aggregate |

.7 Umbrella Policy: \$2,000,000 limit for a combined single limit

All such policies of insurance shall remain in force through the one (1) year warranty period of

final completion and payment of the Work.

7.1.3 The Design/Builder's liability insurance shall include contractual liability insurance applicable to the Design/Builder's obligations under Paragraph 11.7.

7.1.4 Prior to or upon execution of Contract Documents, Design/Builder shall submit to the Owner a certificate of insurance, and if requested, copies of policies, acceptable to the Owner. These Certificates, as well as insurance policies required by this Paragraph, shall contain a provision that coverage will not be canceled, modified or allowed to expire until at least thirty days' prior written notice has been given to the Owner. If any of the insurance coverages under this Agreement are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. The form of the certificate shall be AIA Document G705.

7.1.5 The Design/Builder shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein with the exception of professional liability insurance stated in Paragraph 7.1.7.

7.1.6 The Design/Builder's Engineers, Testing Consultants and any other party engaged by the Design/Builder to provide services shall carry professional liability insurance in the amount of \$1,000,000.00 single limit per occurrence. Certificates shall be provided including a description of services covered by the insured party on the Project.

7.1.7 Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials and employees; or, the Design/Builder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7.2 PROPERTY INSURANCE

7.2.1 The Design/Builder shall purchase and maintain in a company lawfully authorized to do business in the State of Georgia property insurance in the amount of the contract sum as well as subsequent modifications. Such property insurance shall be maintained unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered whichever is earlier. This insurance shall include interest of the Owner, the Design/Builder, Subcontractors, and Subs-Subcontractors in the Work.

7.2.2 The type of policy shall be a Builder's Risk in the amount of the contract sum as well as subsequent modifications and shall be on an all-risk policy form. Owner shall be listed as a

Loss Payee under this insurance. The Design/Builder shall secure all-risk type of builder's risk insurance covering work performed under the Contract, and materials, equipment, expedited deliveries or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke or other cataclysmic events, until the date of final acceptance of the work.

The making of progress payments to the Design/Builder shall not be construed as relieving the Design/Builder or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

7.2.3 The form of policy for this coverage shall be Completed Value.

7.2.4 If the Owner is damaged by the failure of the Design/Builder to maintain such insurance, then the Design/Builder shall bear all costs properly attributable thereto.

7.3 OTHER INSURANCE PROVISIONS

7.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

7.3.1.1 General Liability and Automobile Coverage

The Owner, its officers, officials, employees, and volunteers are to be covered as additional named insureds as respects liability arising out of activities performed by or on behalf of the Design/Builder; products and completed operations of the Design/Builder; premises owned, occupied or used by the Design/Builder; or automobiles owned, leased, hired or borrowed by the Design/Builder.

7.3.1.2 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees, or volunteers.

7.3.1.3 The Design/Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3.1.4 Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Design/Builder for the Owner.

7.4 LOSS OF USE INSURANCE

7.4.1 The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

The Owner waives all rights of action against the Design/Builder, the Design/Builder's contractors, and their agents and employees, for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused, to the extent covered by insurance under this Paragraph 7.4.

7.5 PERFORMANCE BOND AND PAYMENT BOND

7.5.1 Prior to the execution of the Agreement, the Design/Builder shall:

.1 Furnish a contract performance bond and a payment bond executed by a surety company. This company must be listed in the latest issue of U.S. Treasury Circular 570, registered, and duly authorized to do business in the State of Georgia. The bond must be signed (or countersigned) by a local agent, each in an amount that is at least equal to one-hundred percent (100%) of the Contract Price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing material in connection with the Contract. The surety shall be acceptable to the Owner and the bonds shall be executed on the County's bond forms attached hereto as Attachments "A" and "B". In case of default on the part of the Design/Builder, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

.2 Bonding of Subcontractors: include in the Base Bid, Performance and Labor and Material Payment Bonds, each in 100% of the sub-contract sum, for each subcontractor having a contract exceeding One Hundred Thousand Dollars (\$100,000.00). Should Owner elect not to require bonds for particular Subcontractors, bond costs shall revert back to the Owner. The Design/Builder and Subcontractor shall require the Attorney-In-Fact who executes the bonds on behalf of sureties to attach a certified, current copy of his Power of Attorney.

.3 Provide the Owner a one-year guarantee covering workmanship and materials of the project, or as provided for in the Specifications. The contract performance bond shall remain in force for 90 days from date of project acceptance by the Owner. The cost of this bond shall be paid by the Design/Builder.

8.0 CHANGES IN THE WORK

8.1 CHANGE ORDERS

8.1.1 A Change Order is a written order signed by the Owner and Design/Builder, and issued after execution of this Agreement, authorizing a change in the Work or adjustment in the contract sum or contract time. The contract sum and contract time will only change by Change Order.

8.1.2 The Owner, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and contract time shall be adjusted accordingly. Such changes in the Work shall be authorized by Change Order, and shall be performed under applicable conditions of the Contract

Documents.

8.1.3 The Owner may, within reason, request the Design/Builder to submit a proposal for a change in the Work and then elect not to proceed with the change. This shall result in no additional cost to the Owner.

8.1.4 Cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided below.

8.1.5 If none of the methods set forth in Paragraph 8.1.4 in clauses .1, .2 or .3 is agreed upon. The Owner may elect to issue the Change Order to the Design/Builder directing such work to be performed by the Design/Builder, and any adjustments to Price or time shall be subject to ultimate determination in accordance with this Agreement; and the Design/Builder shall, nonetheless, proceed immediately with the changed Work. The Design/Builder shall keep a detailed account of the direct savings and direct cost due to the changed Work separately from its other accounting records and shall make such records available to the Owner at the Owner's request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to the Owner upon its request, shall constitute an acceptance on the Design/Builder's part of the Owner's determination of the direct savings and direct cost of such changed Work. In no event shall the Design/Builder proceed with changed Work without a Change Order issued pursuant to this Paragraph 8.1.5. The Owner shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such a written Change Order. In case of the methods set forth in Paragraph 8.1.4 clauses .3 and .4, the Design/Builder shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance. As well as fringe benefits required by agreement or custom; workers' or workman's compensation insurance; bond premiums; rental value of equipment and machinery; and fees paid to engineers and other professionals. Pending final determination of cost to the Owner, payments on account shall be made on the Application for Payment. The amount of credit to be allowed by the Design/Builder to the Owner for deletion or change which results in a net decrease in the contract sum will be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

8.1.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of agreed unit prices to quantities proposed will cause substantial inequity to the Owner, applicable

unit prices shall be equitably adjusted.

8.1.7 In Paragraph 8.1.5 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

.1 For additive Change Orders, the Design/Builder's fee for overhead and profit combined will be increased by seven (7%) percent of the approved direct cost of the additional work performed by its Subcontractors. For the Design/Builder and each Subcontractor involved, the respective party's fee for overhead and profit combined will be increased by fifteen (15%) percent of the approved direct cost of the additional work performed with its own forces.

.2 All Sub-Subcontractor's are considered to have been established solely for the convenience of the Design/Builder and its immediate Subcontractors. To this effect, the allowable Subcontractor overhead and profit amount shall not be derived by compounding the established percentages upon themselves through their Sub-Subcontractors.

.3 For deductive Change Orders, the Design/Builder's fee for overhead and profit will remain unchanged.

.4 For Changes in the Work involving both additive and deductive amounts, the effective cost shall be the net total from the summation of all costs associated with the change. If this cost results in a net add, then subparagraph .1 above shall apply; if the cost is a net deduct, then subparagraph .3 above shall apply. The Design/Builder shall not submit groups of partial Proposals relative to a singular item of Change. Requests for Time Extensions relative to the Change shall be identified in the Proposal.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a Change involving over One Hundred Dollars (\$100.00) be approved without such itemization.

.6 The Design/Builder shall sequentially number each of his cost change proposals and further identify each proposal as to cause for change.

8.2 CONCEALED CONDITIONS

8.2.1 The Design/Builder acknowledges, by execution of this Contract, that the Design/Builder has included in the compensation all concealed or unknown conditions that affect the performance of the Work and vary from those indicated by the Contract Documents, whether encountered below ground or in an existing structure other than the Work, which conditions are occasionally found to exist or which are generally recognized as possible in work of the character provided for in this Agreement.

8.3 REGULATORY CHANGES

8.3.1 The Design/Builder acknowledges, by execution of this Agreement, that the Design/Builder has included in the compensation all changes in the Work necessitated by the enactment or revision of codes, laws, or regulations subsequent to signing of the Contract and including those codes, laws, or regulations which are anticipated to be enacted prior to completion of the Work. Contractor shall not be compensated for changes required by inspection officials through completion of the Work for compliance with requirements, which were in force at time of Contract signing or anticipated to be enacted prior to completion whether or not such requirements were noted at time of permit issuance.

9.0 DEFECTIVE WORK

9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the Construction Documents. Whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Design/Builder shall specifically warrant all work performed under this Agreement for one year immediately following Substantial Completion. The Design/Builder shall correct Work under this Agreement found to be defective or nonconforming within that one-year period, or within such longer period provided by any applicable special warranty in the Contract Documents.

9.2 Nothing contained in this Section 9 shall be construed to establish a period of limitation with respect to other obligations of the Design/Builder under this Agreement. Paragraph 9.1 relates only to the Design/Builder's warranty, and specific obligation of the Design/Builder to correct the Work. It has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's obligations other than correction of the Work.

9.3 If the Design/Builder fails to correct defective Work as required or, if the Design/Builder persistently fails to carry out Work in accordance with the Contract Documents. Then the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Design/Builder or other persons or entities.

9.4 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within forty-eight (48) hours after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, the Owner may correct such deficiencies by whatever means the Owner deems expedient. In such case, an appropriate Change Order shall be issued deducting from

payments then or thereafter due the Design/Builder costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner.

10.0 DISPUTES

10.1 All claims, disputes or other matters in question between the Owner and the Design Builder arising out of or relating to this Agreement or the breach thereof shall be resolved by litigation (and mandated mediation). All action shall be commenced exclusively in a court of competent jurisdiction located in Cobb County, Georgia, it being specifically understood that the Owner and the Design Builder expressly consent to the jurisdiction and venue of any such court.

10.2 The Design/Builder shall continue to proceed with the performance of its obligations under the Agreement and shall maintain the progress of such services during any litigation arising out of this Agreement unless the Owner and the Design Builder shall mutually agree otherwise in writing.

11.0 MISCELLANEOUS REQUIREMENTS

11.1 This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Georgia.

11.2 The table of contents and the headings of Sections and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

11.3 In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

11.4 SUBCONTRACTS

11.4.1 Work not performed by the Design/Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer. The Design/Builder, as soon as practicable after execution of this Agreement, shall furnish to the Owner in writing the names of the persons or entities the Design/Builder will engage as contractors for the Project. The Design/Builder shall not retain any subcontractor to whom the Owner has as a reasonable and timely objection. The Design/Builder shall be responsible to the management of the Subcontractors in the performance of the Work.

11.4.2 Nothing contained in the Design/Builder Contract Documents shall create a professional obligation or contractual relationship between the Owner and any third party.

11.4.3 Contingent Assignment of Subcontract. If this Agreement is terminated, each subcontract agreement shall be assigned by the Design/builder to the Owner, subject to the prior rights of any surety, provided that:

- .1 this Agreement is terminated by the Owner pursuant to Section ____; and,

.2 the Owner accepts such assignment, after termination by notifying the Subcontractor and Design/Builder in writing, and assumes all rights and obligations of the Design/builder pursuant to each subcontract agreement.

If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

11.4.4 Binding of Subcontractors and Material Suppliers. The Design/Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the Work. Specifically included in this condition is compliance with all terms and conditions of Attachment C: Special Terms and Conditions of the ARRA and EECBG. Notwithstanding this condition, Contractor shall be responsible for ensuring all work and materials used in performance of this project meet all conditions as required in Attachment C.

11.5 WORK BY OWNER OR OWNER'S CONTRACTORS

11.5.1 The Owner reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. If the Design/Builder claims that delay or additional cost is involved because of such action by the Owner, the Design/Builder shall make such claims as provided in Paragraph 11.6.

11.5.2 The Design/Builder shall afford the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment on the Project site for execution of their work. The Design/Builder shall incorporate and coordinate the Design/Builder's Work with work of the Owner's separate contractors as required by the Contract Documents.

11.5.3 Costs caused by defective or ill-timed work shall be borne by the party responsible.

11.5.4 The Owner shall cause Owner's separate contractors to include the Design/Builder, its officers, employees and agents as additional insureds under its policies of insurance or shall furnish separate certificates and endorsements for the construction of this Project.

11.6 CLAIMS FOR DAMAGES

11.6.1 Should either party to this Agreement suffer injury or damage to person or property because of an act of omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

11.7 INDEMNIFICATION

11.7.1 To the fullest extent permitted by law, the Design/Builder shall indemnify and hold harmless the Owner and the Owner's consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and other legal expenses, as well as interest arising out of or resulting from performance of the Work. These indemnification obligations shall be limited to claims, damages, losses or expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the Design/Builder, the Design/Builder's contractors, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Paragraph 11.7.

11.7.2 In claims against the Owner or its consultants and its contractors, any of their subcontractors, sub-subcontractors, agents or employees by an employee of the Design/Builder, its contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 11.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design/Builder, or a Design/Builder's contractor, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11.8 SUCCESSORS AND ASSIGNS

11.8.1 This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the Owner or Design/Builder. Party shall assign, sublet, or transfer an interest in this Agreement without the written consent of the other.

11.8.2 This Paragraph 11.8 shall survive completion or termination of this Agreement.

11.9 REPLACEMENT OF DESIGN/BUILDER ENGINEER

11.9.1 In case of termination of the Design/Builder's Engineer, the Design/Builder shall provide the services of another lawfully licensed person or entity against whom the Owner makes no reasonable objection and whom shall be in compliance with all requirements of this agreement.

11.10 EXTENT OF AGREEMENT

11.10.1 This Agreement represents the entire agreement between the Owner and Design/Builder and supersedes prior negotiations, representations, or agreements. This Agreement may be amended only by written instrument signed by both Owner and Design/Builder.

11.11 JOINT DRAFTING. The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

11.12 Waiver. The failure of either party to insist, in one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

12.0 TERMINATION

12.1 TERMINATION BY THE OWNER

12.1.1 This Agreement may be terminated by the Owner upon seven (7) days' written notice to the Design/Builder in the event that the Project is abandoned by the Owner. If such termination occurs, the Owner shall pay the Design/Builder for Work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit, but specifically excluding any other special or consequential damages and punitive damages.

12.1.2 If the Design/Builder defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the Owner may give written notice that the Owner intends to terminate this Agreement. If the Design/Builder fails to correct the defaults, failure or neglect within seven (7) days after being given notice, the Owner may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment due the Design/Builder or, at the Owner's option, may terminate the employment of the Design/Builder and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Design/Builder and finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to the Design/Builder, but if the expense exceeds the unpaid balance, the Design/Builder shall pay the difference to the Owner, and Owner may pursue any other available remedies, at law or in equity, for such default by Design/Builder .

12.1.3 In addition to Paragraph 12.1.2, the following events will be deemed a default by the Design/Builder hereunder:

.1 the entry of a decree or order, either voluntarily or involuntarily, for relief by a court or entity having jurisdiction over the Design/Builder in any action involving bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or similar official) of or for the Design/Builder, or the ordering of the winding up or liquidation of the Design/Builder's affairs;

.2 The Design/Builder, in the judgment of the Owner, refuses or fails to supply a sufficient

number of skilled workmen and supervisory personnel or suitable materials or equipment for performance of the Work;

.3 The Design/Builder fails to follow the instructions of the Owner directed towards requiring results in conformity to the Agreement;

.4 The Design/Builder disregards any law, ordinance, rule, regulation or order of any public authority having jurisdiction.

12.2 TERMINATION BY THE DESIGN/BUILDER

12.2.1 If the Owner fails to make payment when due, the Design/Builder may give written notice of the Design/Builder's intention to terminate this Agreement. If the Design/Builder fails to receive payment within thirty (30) days after receipt of such notice by the Owner, the Design/Builder may give a second written notice and, seven (7) days after receipt of such second written notice by the Owner, if Owner has not cured its default, Design/Builder may terminate this Agreement and recover from the Owner payment for Work executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and money damages, but specifically excluding any other special or consequential damages and punitive damages.

12.2.2 The Design/Builder shall have no right to consequential or punitive damages by reason of the Owner's failure to make payment or any acts of the Owner under this Agreement, and the Design/Builder hereby waives any and all rights to consequential or punitive damages.

13.0 BASIS OF COMPENSATION

13.0.1 The Owner shall compensate the Design/Builder in accordance with Section 5, Payments, and the other provisions of this Agreement as described below.

13.1 COMPENSATION

13.1.1 FOR BASIC SERVICES, as described in Paragraphs 2.2.2 through 2.2.17, and for any other services included in Section 14 as part of Basic Services, Basic Compensation shall be as follows:

13.1.2 BASIC COMPENSATION is determined as follows:

Total cost of project is \$XXX,XXX.XX

13.1.3 Owner Allowance. Owner reserves the right to modify the scope of the Basic Services under this Agreement and to correspondingly increase the fees payable hereunder in an amount not to exceed 25% of the Basic Compensation set forth in Section 13.1.2 above.

13.1.4 Guaranteed Maximum Price. In no event shall the total compensation under this Agreement

exceed the amount of \$XXX,XXX.XX (“Guaranteed Maximum Price”)

At such time as the Owner and the Design/Builder jointly agree, the Design/Builder shall submit a GMP Proposal in a format acceptable to the Owner. Unless the parties mutually agree otherwise, the GMP shall be in the sum of the estimated Cost of the Work, as hereinafter defined, and the Design/Builder’s Fee as hereinafter defined. The GMP is subject to modification as provided in Article _____. The Design/Builder will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

14.0 OTHER PROVISIONS

14.1 The Basic Services to be performed shall be commenced on (DATE XX, XXXX) and, subject to authorized adjustments and to delays not caused by the Design/Builder, Substantial Completion shall be achieved in **(TOTAL NUMBER OF CONSTRUCTION DAYS)(XXX) calendar days.**

14.2 The Design/Builder shall submit an Application for Payment on the Twenty-Fifth (25th) day of each month. The Design/Builder will provide with the Payment Application a line item breakdown of all previous costs to date plus the amount being applied for.

14.3 The Design/Builder's Bid Proposal includes:

All cost for furnishing to Owner all materials, equipment, and supplies and services incurred in the Design and Construction of the Boiler Replacements for the Cobb County Adult Detention Center.

14.4 The Special Terms and Conditions of the American Recovery and Reinvestment Act Of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG), attached hereto as Attachment “C”, are made part of this Agreement. Design/Builder shall at all times during this Agreement comply fully with those requirements.

14.5 The Design/Builder will provide the following key individuals for the entire duration of the Project. Key individuals cannot be replaced without written approval of the Owner. The Owner may request that a key individual be replaced by another individual meeting the Owner's approval.

.1 Design/Builder Project Manager: (NAME OF PROJECT MANAGER).

.2 Design/Builder Superintendent: (NAME OF SUPERINTENDENT).

.3 Project Mechanical Engineer: (NAME OF ENGINEER)

.4 Project Structural Engineer: (NAME OF STRUCTURAL ENGINEER)

.5 Project Electrical Engineer: (NAME OF ELECTRICAL ENGINEER)

14.6 Intentionally Omitted.

14.7 IMMIGRATION COMPLIANCE. The Owner and Design/Builder agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Design/Builder represents that it employs:

- _____ 500 or more employees;
- _____ 100 or more employees; or
- _____ fewer than 100 employees

(Design/Builder must initial appropriate category).

The Design-builder further agrees that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Design-Builder Affidavit and Agreement attached hereto as **ATTACHMENT D**.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Design-builder further agrees;

To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and

To secure from the subcontractor(s) an affidavit attesting to the subcontractor(s)' compliance with O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as **EXHIBIT A-1**; and

To submit such subcontractor affidavit(s) to the Owner when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Design-Builder to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Design-Builder to continue to satisfy the obligations of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Design-Builder shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the Owner shall be entitled to all available remedies, including termination of the contract and damages.

14.8 COMPLIANCE WITH O.C.G.A. § 36-60-13. Owner and Design/Builder agree that this Agreement is subject to the terms of O.C.G.A. § 36-60-13. In accordance with such provision, this Agreement is for a term of one year and shall terminate absolutely and without further obligation on the part of Owner at the close (December 31) of the calendar year in which it was executed and at

the close (December 31) of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. This Agreement will automatically renew at 12:01 January 1 of the following calendar year unless the Owner notifies the Design/Builder in writing at least thirty (30) days prior to termination that the Agreement will not be renewed. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the Owner. This Agreement does not create a debt of the Owner for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

14.9 CONFLICT OF INTEREST AFFIDAVIT. Design/Builder agrees, and shall execute an affidavit in the form as attached hereto as **Attachment E** attesting that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing services for Owner, that no employee of Owner, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Owner.

14.10 NON-COLLUSION AFFIDAVIT. Owner and Design/Builder acknowledge that the Georgia statute concerning public works construction contracting requires that any person who procures such work by bidding or proposal shall make an oath in writing that he/she has not prevented or attempted to prevent competition in such bidding [OCGA § 36-91-21(d),(e)]. In compliance with O.C.G.A. § 36-91-21(d),(e) Design/Builder shall make the oath and complete an affidavit in the form as attached hereto as **Attachment F**. If such oath is false, this agreement shall be void, and all sums paid by the Owner on the Agreement may be recovered by appropriate action.

This Agreement entered into as of the day and year first written above.

OWNER
Cobb County
100 Cherokee Street
Marietta, Georgia 30060

DESIGN/BUILDER
(COMPANY NAME)
(ADDRESS)
Atlanta, Ga. 30308
CONTRACTOR # _____

By: _____
G.W. Thompson, Jr, Vice Chairman
Cobb County Board of Commissioners

By _____
NAME
TITLE

Attest: _____
County Clerk

Attest: _____

Title: Corporate Secretary

Approved as to Form:

County Attorney

ATTACHMENT A
PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called "Contractor", and _____, a corporation duly organized under the laws of the State of _____ listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "Surety", are held and firmly bound unto Cobb County, Georgia, hereinafter called "Owner", in the sum of _____ (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____, 20____ with the Owner for performance of _____ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is by reference made a part of this bond by reference as if fully set forth herein, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. A claimant is defined as an entity having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, "labor and material" being construed to include but not limited to that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

B. The Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due claimant, and have execution thereon. The Owner shall not be liable for the payment of any judgment costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant,

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the

last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial specifics and accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner and/or Surety, at the addresses provided in the Contract or in this bond, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work there under, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and or the county or of the state in which the project, or any part thereof, is situated.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

E. PROVIDED FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this ____ day of _____, 2010.

Principal/Contractor

Signature

Typed Name

Title

Attest:

By: _____
(SEAL)
Surety

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

(Bond must not be dated prior to date of Agreement)

(SEAL)

ATTACHMENT B
PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, hereinafter called "Builder", and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, hereinafter called "Surety", are held and firmly bound unto Cobb County, Georgia, hereinafter called "Owner", in the sum of _____ (in words), (\$ _____)(in figures), for payment of which sum, well and truly to be made, the Builder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Builder has entered into a written contract dated _____, 20_____ with Owner for the construction of _____ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is made a part of this bond by reference as if set forth herein and is hereinafter referred to as the "Contract."

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Builder shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Whenever Builder shall be, and declared by Owner to be in default under the Contract, the Owner, having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by the Owner and the Surety jointly of the responsible and responsive bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be default

or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Builder under the Contract and any amendments thereto, less the amount paid by Owner to Builder.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. Notwithstanding the above, in the event of failure by the Builder to perform its obligations under said contract, the Owner may provide written notice of Builder's default to Surety at its address _____ and Surety shall cause to be paid within ten (10) days of receipt of Owner's notice such amount certified by Owner to be owing from Builder pursuant to the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The Surety may only cancel this bond by first providing thirty (30) days written notice to Owner and Builder. Such cancellation shall not discharge the Surety from liability already accrued under this bond prior to the expiration of the thirty (30) day period.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest:

By: _____

Attest:

By: _____

PRINCIPAL/BUILDER (SEAL)

Signature

Typed Name

President

Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

ATTACHMENT C
SPECIAL TERMS AND CONDITIONS OF THE AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009 (ARRA) AND THE ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT (EECBG)

(Special Terms and Conditions found in Sealed Bid to be inserted herein)

ATTACHMENT D
CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

ATTACHMENT D
SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV/Basic Pilot Program User ID Number

BY: _____
Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

ATTACHMENT D

IMMIGRATION COMPLIANCE CERTIFICATION
(To be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

| <i>(Project Name/Description)</i> | | |
|-----------------------------------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Contractor Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public
Commission Expires: _____

ATTACHMENT E

CONFLICT OF INTEREST AFFIDAVIT

As a duly authorized representative of the firm _____ I, _____
_____ with the title _____ certify that to the best of my knowledge no
circumstances exist that will cause a conflict of interest in performing services for Cobb
County Government, that no employee of Cobb County, nor any public agency official or
employee affected by this Request for Proposals has any pecuniary interest in the business of
this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other
legal entity of which this firm is a part, and that no person associated with or employed by this
firm has any interest that would conflict in any way, manner or degree with the performance
of services for Cobb County Government.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE ____ DAY OF _____, 2010_

Notary Public

My Commission Expires:

ATTACHMENT F

NON-COLLUSION AFFIDAVIT

As a duly authorized representative of the firm involved in the bidding for or procuring the contract for the construction of the _____ for Cobb County, Georgia, _____ with the title _____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: _____

Company Name:

Authorized Representative Name: _____

Title: _____

Signature: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE ____ DAY OF _____, 2010_

Notary Public

My Commission Expires: